REQUEST FOR PROPOSAL

STATE OF CONNECTICUT

OFFICE OF HEALTH CARE ACCESS

Processing and Administration of Hospital Discharge Database System

State of Connecticut
Office of Health Care Access
410 Capitol Avenue, MS#13HCA
P.O. Box 340308
Hartford, CT 06134
Telephone: (860) 418 -7001
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Contact: Deborah Ennis

April 2005

Proposal Due Date: Wednesday, May 18, 2005
4:00 PM EST

LEGAL NOTICE

Request for Proposal for Services

The State of Connecticut, Office of Health Care Access (OHCA) is issuing this Request for Proposal (RFP) to secure a contractor to perform the administrative and data processing functions for its Hospital Discharge Database System (DDS). The State wishes to retain a contractor experienced in the health care data processing field and able to provide technical consultation and assistance for ongoing changes in federal and state legislation and the health care industry which affect health care data collection.

A Bidders' Conference will be held at 10:00 A.M. EST on Wednesday, May 4, 2005, in the OHCA Hearing Room, on the 3rd Floor of 410 Capitol Avenue, Hartford, Connecticut.

The request for proposal is available online at http://www.ct.gov/ohca

or from:

Deborah Ennis
Director of Fiscal and Administrative Service
State of Connecticut
Office of Health Care Access
410 Capitol Ave., MS #13HCA
Hartford, Connecticut 06134-0308
Telephone (860) 418-7060
Fax (860) 418-7053

Deadline for submission is 4:00 P.M. EST, Wednesday, May 18, 2005.
Any response received after the specified date and time shall be returned unopened.

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Request for Proposal

State of Connecticut Office of Health Care Access

1. BACKGROUND STATEMENT

The Office of Health Care Access (OHCA) oversees Connecticut's health care delivery system to ensure that access to quality care is made available in a fiscally prudent fashion. The agency monitors and helps to ensure the cost effectiveness of the health care delivery system in Connecticut, serves as a resource to assess and analyze evolving trends in health care, monitors and evaluates health care utilization, outcomes and costs, and reports the impact of changes to the health care delivery system. OHCA's research and planning activities are designed to inform policy makers, health care leaders and private citizens statewide to meet today's health care challenges.

The Office of Health Care Access (OHCA) is issuing this Request for Proposal (RFP) to secure a contractor to perform administrative and data processing functions for medical record abstract and billing data currently collected from Connecticut's acute care hospitals that reside in OHCA's Hospital Discharge Database System (DDS). The selected contractor must be able to support the ongoing processing and maintenance tasks associated with the active use of a dynamic health care database. The contractor must be able to modify or expand as necessary to accommodate and integrate additional data collection efforts as they arise. OHCA seeks a contractor who can also provide technical support and consultation to meet its data collection and processing needs.

2. OUTLINE OF WORK

Legislation passed in 1984 requires that Connecticut's general and children's hospitals file discharge abstract and billing data on each individual discharge. Sections 19a-613 (Appendix A) and 19a-654 (Appendix B) of the Connecticut General Statutes provide OHCA with the statutory authority to collect the data from the hospitals. The procedures for collecting the data are contained in Section 19a-167g-94 of the Regulations of Connecticut State Agencies (Appendix C). Presently, approximately 410,000 processed and edited discharge records per fiscal year data for FY 1991 through FY 2004 have been filed and reside in OHCA's DDS.

Currently, thirty of the state's thirty-one acute care hospitals submit data to a common data vendor, who then submits the data to OHCA's contractor. One hospital submits directly to OHCA's contractor. Data sets from both sources are submitted semi-annually.

2.1. Process and Product Details

The process applied to the hospital submitted data sets includes the following components:

- Inputting and reformatting data
- Editing data
- Classification of data
- Process Reports and product

2.1.1. Inputting and Reformatting Submitted Data Sets

The hospitals provide these files to the contractor on CD in an ASCII format. The required record layout and format are outlined in Appendix C, Sections 19a-167g-94 (h)(8) and (9).

The contractor will consolidate the new discharge abstract and billing data sets submitted and input the product into the Sequential Query Language (SQL) Server database structure that OHCA will provide.

The hospital billing data are, at present, based upon an aggregation of the three-digit UB-92 revenue codes, but changes occurring in the industry will ultimately require billing data to be based on four digit revenue codes. Total charges exceeding the nine digits allowed in the record layout should also be accommodated.

This step of the process includes verifying that the submitted data can be read and that the record layout and format are consistent with that expected from the hospital or its data contractor.

The contractor will generate a listing of any records which could not be read or were improperly formatted and contact the data sources for corrections and updates.

2.1.2. Data Editing

Editing consists of procedures for detecting and correcting errors in the source data. As part of the correction procedure, detailed data on individual case records requiring modification and error and control reports are generated. The edit criteria may be modified and updated from time to time based on the pattern of errors observed. Historically, requirements for changes to edit criteria have been limited.

Editing includes at least the following procedures:
Field Editing
Cross-Field (Consistency) Editing

Reasonableness Editing
Error Report Generation and Distribution
Error Report Collection and Data Modification
Database Quality Evaluation

- **Single Field Editing**

Individual discharge data elements will be examined according to the current edit criteria displayed in Appendix C, Section 19a-167g-94 (h)(10)(A).

- **Cross-Field (Consistency) Editing**

The contents of individual data fields within the discharge records will be compared to the contents of other individual data fields within that same record to see if they are internally consistent. The current criteria used for these edits are displayed in Appendix C, Sections 19a-167g-94(h)(10)(B) and (h)(11).

In addition, physician codes contained in the database are to be edited against the physician provider code file that the contractor is expected to maintain and update as described in the Other Duties/Maintenance section.

- **Reasonableness Editing**

The distribution of values for individual data elements will be evaluated. Cases with extraordinary values will be identified as possible errors requiring further attention. An edit that can be used to check for unusually high charges given the resources used during the inpatient stay must be included. For example, a basic method used will be to divide total charges by length of stay at the patient level to determine the charge per day. Unusually high charges, those greater than $100,000, will be brought to the attention of the hospital at the same time hospitals are informed of data errors.

- **Error Report Generation and Distribution**

During editing, data elements in error or suspected of being in error will be identified. All discharge records containing errors will be flagged and printed on reports for distribution to the hospitals for correction. Hospitals must correct excessive errors and return the corrected information to the contractor for processing. Excessive errors are defined as an error rate exceeding 1% using the number of discharges from the hospital as the denominator. An example of an error would be a discharge record for a male using maternity services.

- **Error Correction and Data Modifications**

The contractor receives the error corrections from the hospitals and enters the corrected information into the database promptly. The contractor must fill data fields which cannot be corrected with special values. All valid discharges will be maintained in the database whether or not individual data fields are corrected to ensure that the number of discharges in the database will always reconcile with the hospital census.

- **Discharge and Billing Data Quality Evaluation**

Every data set submitted will be edited and evaluated for quality. This evaluation will first occur after the raw data has been inputted. This process will also occur each time a hospital submits error corrections.

2.1.3 Classification of discharges

The contractor will assign discharges classifications according to various updated valid codes per industry or federally-accepted external code source criteria and the values of particular data elements. For example, discharges can be assigned a unique diagnosis related group (DRG) based on their diagnosis and procedure information. The classifications to be assigned for each discharge include, but are not limited to, the following:

- DRG assignment according to the appropriate version of the Medicare GROUPER;
- Assignment of major diagnostic category (MDCs);
- Patient service categories based upon diagnosis related group and age, i.e., newborn, maternity, psychiatric, rehabilitation, pediatrics, and medical/surgical;
- Ancillary charges aggregated by major revenue center;
- Room-and-board charges aggregated into routine, nursery, intensive care unit (ICU), critical care unit (CCU), and other categories;
- Detailed revenue center lengths of stay aggregated into routine, nursery, ICU, CCU, and other categories;
- Payer categories; and
- Town to zip codes mappings.

2.2. Deliverables

Except for the first data delivery which will be on July 21st, on July 11th of each contract year, the contractor will deliver directly to OHCA the processed databases consisting of complete and accurate discharge and billing data for all of the state's acute care hospitals for the first and second quarters of the fiscal year on CD in a direct read format. The second delivery for the same fiscal year will be made on January 12th, that delivery will contain the complete and accurate records for the full fiscal year.

For each fiscal year, the contractor will also provide the most up-to-date diagnostic codes and value descriptions of Diagnosis Related Groups (DRGs) from the Federal Register and International Classification of Diseases, 9th Revision, Clinical Modification (ICD-9 or ICD-10) procedure and diagnoses codes from the U.S National Center for Health Statistics Commission of Professional and Hospital Activities, town to zip codes mapping, and semi-annual updates for the Connecticut Provider ID Reference file and up-to-date codes for relevant variables provided by industry or federally accepted external code sources. All reference files will be in a format compatible with and integrated into the SQL Server database structure OHCA will provide.

For each delivery of data, if is found that at least one hospital's data set contains errors exceeding 1%, affected hospitals will have thirty-one calendar days from the date they are notified to provide corrections to the contractor. In such a case the contractor will have five business days from the receipt of corrected data to provide both a Microsoft SQL script to update the database and a report of the expected outcome or results.

Appendix D provides the scheduled deadlines for the submission of data to OHCA.

2.3. Additional Deliverables - Data Processing Reports

The contractor will produce and include the following reports described below with every data set submitted to OHCA. Both electronic and hard copies of all reports will be provided to OHCA and all reports will be produced for each half of the fiscal year and for the full fiscal year.

- **Data Error Report**

This report will describe the initial contents and quality of the hospital master file before the error corrections are made. It will also provide a description of the final output after the error corrections have been received from the hospitals and the database has been updated.

The report will list for each hospital, the total number of discharge records, the total revenues, the number of discharges with detected errors, a description of the data fields containing errors or warnings, and the number of errors and warnings contained in those fields. This report will include hospital level errors, error details and a summary error report.

- **Descriptive Evaluation of Database Quality**

This brief narrative prepared by the contractor will summarize their evaluation of the quality, reliability, and the reasonableness of the data that has been processed based upon findings in the data error reports and any other appropriate analyses.

- **Timeliness of Data Submission Report**

After hospitals submit data, the Contractor will provide a Timeliness of Data Submission Report which will be updated weekly until all hospitals have submitted complete and accurate data for the period. A summary of this report will be provided with the submission of data to OHCA.

2.4. Other Duties

The contractor will be required to make ongoing adjustments to maintain and improve the quality of the discharge database, provide technical support and consultation in the area of data specification, collection, analysis and collection and be able to modify or expand as necessary to accommodate and integrate additional data collection efforts as they arise.

- **Maintenance and Updating of database**

There are a variety of tasks associated with the maintenance and updating of the database that are not directly associated with the production of a particular report or analysis. The contractor should be able to perform the following tasks:

- Revise and update data files
- Make ICD-9-CM or ICD-10-CM revisions of updates;
- Modify the data elements collected or the classification or edit criteria
- Maintain, revise, and update a data file containing physician provider codes. (This file is used to cross-edit with the physician codes contained in the DDS.)

- **Other Data Collection Efforts**

Although the components described above relate to the discharge abstract and billing data currently being collected, the contractor must be able to expand and develop these same components to encompass ambulatory care data as well as other types of data that may be collected in the future. The input, edit classification and output components are standard processes that can be extended to other types of health care data to be collected. The contractor must be able to provide technical support and consultation in the development and implementation of the ambulatory care data collection initiative. Bidders must explain the types of reports they currently have available or are developing as they relate to inpatient data and ambulatory care data.

- **Ad Hoc Analysis/Freedom of Information**

The contractor will be required to process freedom of information requests related to the health care information database on OHCA's behalf. In this capacity the contractor will process data requests made by third parties who have been specifically approved by the Commissioner of OHCA or his/her designee. Payment for these services will be borne by the requesting party and should not be built into the cost estimates for this project. Fee rates may be comparable to those charged by the contractor to OHCA to perform similar duties.

These requests are subject to OHCA's confidentiality restrictions therefore, before releasing the processed information to the requesting party, the Contractor will submit a copy of the requested analysis, report, or data file to OHCA for its review. The Contractor may not release the processed information until it has received final written approval from OHCA.

2.5. Ownership and Confidentiality of Data

All data collected and processed as part of any contract developed from this RFP and any analyses, reports, data files, databases, tapes, diskettes, or other automated media of data storage or transfer, developed either directly or indirectly as part of any contract developed from the RFP, is the exclusive property of the OHCA and may not be transmitted, transferred, or communicated to anyone without the express approval of the Commissioner of OHCA or his/her designee.

OHCA and its contractor are required by statute to protect the confidentiality of those patients whose medical information is contained in the database. Therefore the contractor will provide a detailed description of its data security provisions and the policies and procedures it will use to ensure the security and confidentiality of the data it will receive.

The contractor will also advise OHCA on the appropriate administrative procedures to prohibit public access to any data which could directly or indirectly identify individual patients.

2.6. OHCA Network Specifications

In the current environment the data are shared and accessed by end-users with software such as SPSS, Microsoft Office 2003, Crystal Reports and other report writing and graphics tools. All data provided to OHCA should be compatible with OHCA's hardware and software environment which consists of:

Microsoft SQL Server 2000
5 Dell PowerEdge 6300, 6400, 1600 and 750 Servers
Windows Server 2000 and 2003 Operating System

Dell & Gateway Pentium IV Workstations
Microsoft Windows 2000 Professional
Microsoft Windows XP Professional
Laser Printers

3. CONTRACT TERM

The contract period will be from **July 1, 2005** until **June 30, 2008**.

4. CONTRACTOR QUALIFICATIONS

OHCA seeks a contractor able to process all discharge abstract and billing data currently collected from Connecticut's acute care hospitals by OHCA and able to modify or expand as necessary to accommodate and integrate additional data collection efforts as they arise.

The contractor must be capable of providing technical support and consultation to meet OHCA's data collection and processing needs. The contractor must be experienced in the health care data processing field and must be able to provide technical consultation and assistance for ongoing changes in federal and state legislation and health care industry which affect health care data collection.

The successful Bidder will demonstrate a comprehensive set of capabilities for supporting OHCA's data processing, analytical, and reporting requirements. These capabilities include, but are not limited to, the following:

- a proven ability to accept patient discharge abstract and billing data from any source;
- the ability to consolidate multi-sourced data;
- a proven to process and maintain (input, edit, classification and output) patients' discharge abstract and billing data;
- a proven ability to edit discharge data and promptly update all data with resubmitted or corrected information on a facility-by-facility basis;
- the ability to accept, integrate and report on other types of data;
- the ability to operate a data processing system supporting off-site users;
- the ability to perform routine and ad hoc analyses and produce data files and reports on a continuing basis;
- provide performance guarantees insuring that OHCA's requirements will be satisfied accurately and promptly.

OHCA prefers to utilize the services of a contractor who has a proven track record in collecting and processing data and in producing data files, reports and analyses similar to those required by OHCA. In addition, OHCA is seeking a contractor who has the flexibility to meet OHCA's future needs.

The contractor selected will enter into a contract with the State of Connecticut Office of Health Care Access. In doing so, the contractor must comply with any Federal or State laws or regulations applicable to such a contract.

5. SUBMISSION DEADLINE

The deadline for submitting a proposal for this RFP is **4:00 P.M. EST** on **May 18, 2005**.

6. REVIEW CRITERIA

6.1. Selection Process

Each proposal will be processed in an identical manner. The process by which the contract will be selected is as follows:

- On receipt, the proposals will be reviewed by the Screening Committee. The Screening Committee is made up of OHCA staff and its role is to guarantee that the key components that are required in the RFP have been submitted.
- The proposals that are deemed complete by the Screening Committee will be given to the Selection Committee. These proposals will be evaluated by the Selection Committee. At this time the most competitive proposals will be selected. Those Bidders not selected will be notified.
- After this evaluation, any Bidder may be requested to appear in person before the Selection Committee to explain their understanding of an approach to the contract and to respond to Selection Committee questions.
- The Selection Committee will review the final proposals and recommend the Bidder to be selected.
- The Commissioner of the Office of Health Care Access makes the final decision regarding the contract award.
- The Bidder will be notified of the contract award.

6.2. Selection Criteria

6.2.1. General Criteria

Each proposal will be evaluated by the Screening Committee against the following criteria to determine which contractor is most capable of implementing the State requirements.

- Contractor's understanding of the project and its purpose and scope, as evidenced by the proposed approach and the level of effort;
- Contractor's experience, education and training, knowledge of HIPAA, and other skills and abilities relevant to health care data industry;

- Proposed key personnel's experience of similar or related projects, qualifications, and titles of the primary person's assigned to the project;
- Conformity with specifications contained herein;
- Availability of sufficient resources and information processing capacity to perform the required data processing functions in a timely fashion;
- Extent to which the Bidder proposes to rely on OHCA to provide resources or assume any responsibilities to carry out any of the requirements described in this RFP;
- Amount of time required for the initial set up of the discharge data system;
- Extent to which the Bidder will commit itself to provide the output products, reports, services, and analyses required to satisfy the specifications of this RFP on an ongoing basis and in a timely manner;
- Extent to which the Bidder will guarantee its service, performance, capabilities, and costs;
- Competitiveness of the proposed cost;
- Extent to which the Bidder has disclosed its conflicts or potential conflicts of interest, and the extent to which the Bidder's conflicts of interests are judged by OHCA to have the potential to prevent the full and timely performance of the contractual requirements;
- Demonstration of commitment to affirmative action by full compliance with the regulations of the Commission on Human Rights and Opportunities (CHRO);
- Demonstration of success or promise to meet the State's contract compliance requirements related to affirmative action and minority business enterprises;
- Demonstration of success or promise to implement procedures and measures to ensure security and confidentiality of data records;
- Provision of references;
- Proposed processing times for analysis and report requests; and
- Presentation to a selection committee.

The proposal must conform to state procurement regulations.

6.2.2. Specific Criteria

TECHNICAL PROPOSAL

Outline of Work

Contractor Qualifications and Experience
Information Processing Capacity
Financial Condition
Key Personnel
Staffing Plan
Data Security Provisions
Technical Approach and Work Plan
Project Organization and Management

Experience
References
COST PROPOSAL

7. INSTRUCTIONS FOR RESPONDING TO THE RFP

7.1. Official OHCA Contact

The address and phone number for OHCA's official contact for this RFP is:

Deborah Ennis
Director of Fiscal and Administrative Services
Office of Health Care Access
410 Capitol Avenue - MS #13HCA
Hartford, CT 06134
Telephone: 860 418-7060
FAX: (860) 418-7053
Email: deborah.ennis@po.state.ct.us

All communications with OHCA must be directed to the Official Agency Contact.

7.2. Bidder's Representative

Bidders must designate an authorized representative and an alternate. Provide the name title, address, telephone and FAX numbers, e-mail address and normal working hours for each representative.

7.3. Communication Notice

All communications with OHCA or any person representing OHCA concerning this RFP are strictly prohibited, except as permitted by this RFP. Any violation of this prohibition by Bidders or their representatives may result in disqualification or other sanctions, or both.

7.4. RFP Timeline

The following timeline, up to and including the deadline for submitting proposals, shall be changed only by an amendment to this RFP. Dates after the deadline are target dates only.

April 11, 2005	RFP Released
April 20, 2005	Letter of Intent Due
April 27, 2005	Deadline for Questions
May 4, 2005	Bidders' Conference
May 11, 2005	Official Answers Released
May 18, 2005, 4:00 P.M. EST	Deadline for Submitting Proposals
*****May 30 – June 3, 2005, 10:00 A.M. EST	Meetings with Bidders
June 7, 2005	Contractor Selection
June 8, 2005	Start of Contract Negotiations
July 1, 2005	Start of Contract

*OHCA may elect not to conduct meetings with bidders. Bidders will be informed prior to week noted, whether or not meetings will take place.

7.5. Letter of Intent

Any Bidder intending to respond to this RFP must submit a Letter of Intent to Official Agency Contact by US mail or facsimile not later than **4:00 P.M. EST** on **Wednesday, April 20, 2005**. As an original signature is required, a letter of intent sent by e-mail will not be accepted. The letter of intent is non-binding, in that the Bidder is not allowed to submit a proposal. The purpose of the letter of intent is to enable the agency to send interested Bidders new information concerning the RFP in a timely manner. Complete and submit the attached *Letter of Intent f*orm (Appendix E).

7.6. Bidders' Conference

A Bidders' conference will be held on at **10:00 A.M. EST** on **Wednesday, May 4, 2005**, to discuss and answer questions concerning this RFP. Attendance at this conference is not required. The conference will be held in the **OHCA Hearing Room, on the 3rd Floor of 410 Capitol Avenue, Hartford, Connecticut**.

7.7. Inquiry Procedure

Bidders may submit questions about the RFP either in writing to the Official Agency Contact by e-mail before the meeting or at the conference. The subject line of e-mailed question(s) should read "**DDS RFP 05**." Questions will not be accepted over the telephone. Anonymous questions will not be answered. The agency reserves the right to provide a combined answer to similar questions. The agency will distribute official answers to the questions, in a form of a written

amendment, not later than **Wednesday, May 11, 2005** to all Bidders who submitted a letter of intent. Any Bidder who has not received the amendment within two business days following the distribution date may contact the Official Agency Contact by telephone to request a copy. Any or all amendments to the RFP will be posted by **Wednesday, May 11, 2005** on the agency's website at www.ct.gov/ohca.

7.8. Confidential Information

Bidders are advised not to include in their proposals any proprietary information. The Connecticut Freedom of Information Act generally requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption. An example of an exemption is a "trade secret," as defined by statue (C.G.S. § 1-19(b)(5)). If the information is not readily available to the public from other sources and the Bidder is submitting the information requests confidentiality, then the information generally is considered to be given in confidence." Confidential information must be isolated from other material in the proposal and labeled "CONFIDENTIAL."

7.9. Affidavit Concerning Gifts and Campaign Contributions

Pursuant to the Public Act 04-245, all Bidders must provide a signed affidavit attesting to whether or not gifts were provided to certain public officials or State employees during the two-year period preceding the submission of a proposal. In addition, pursuant to paragraph 8 of Governor M. Jodi Rell's Executive Order No. 1, anyone who files an affidavit pursuant to Public Act 04-245 shall disclose in those affidavits all contributions made to campaigns of candidates for state-wide public office or the General Assembly. Further, any Contractor who is awarded a large state contract shall update the affidavit on an annual basis. Go to http:/www.opm.state.ct.us/policies.htm#Office_Secretary for the most current information about the affidavits.

7.10. Minimum Submission Requirements

At the minimum, proposals must (1) be submitted before the deadline, (2) follow the required format, (3) satisfy the packaging and labeling requirements, (4) be complete, and (5) include all mandatory attachments. Proposals that fail to meet these minimum submission requirements may be disqualified and not reviewed further.

7.11. References

Include three letters of reference from recent clients. Provide the following information for each reference: name, title, company address, phone number and e-mail address.

7.12. Affirmations Concerning Contract and Conditions

Include a written statement that the Bidder has read and accepts the RFP conditions, the agency's standard contract and conditions, and the State's contract compliance requirements in their entirety and without amendment. The statement must be signed by the Bidder.

7.13. Contract Compliance Requirements

The State of Connecticut is an Equal Opportunity and Affirmative Action employer and does not discriminate in hiring, employment, or business practices. The State is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.

Provide evidence of the Bidder's ability to meet the contract compliance requirements for one or more of the following factors: (1) success in implementing an affirmative action plan; (2) success in developing an apprenticeship program complying with §§ 46a-68-1 to 46a-68-17, inclusive, of the Regulations of Connecticut State Agencies; (3) promise to develop and implement a successful affirmative action plan; (4) submission of EEO-1 data indicating that the composition of the Bidder's workforce is at or near parity in the relevant labor market area; or (5) promise to set aside a portion of the contract for legitimate minority business enterprises.

7.14. Style Requirements

Proposals must conform to the following requirements: (1) be word processed or typewritten, (2) be printed on not less than 20 lb. white paper, (3) use Times New Roman font type and font size of not less than 10 and not more than 12 points, (4) have margins of not less than 1" on the top, bottom, and sides of all pages, (5) be not more than 20 pages in length, including any attachments, (6) use endnotes, if necessary, rather than footnotes, (7) display the Proposer's name on the header of each page, and (8) display page numbers at the bottom of each page

7.15. Packaging and Labeling Requirements

All proposals must be submitted in sealed envelopes or packages. All proposals must be addressed to the Official Agency Contact. The name and address of the Bidder must appear in the upper left hand corner of the envelope or package. An

original (clearly identified as such) and six conforming copies of the proposal must be submitted. The proposal must be signed by the Bidder. Unsigned proposals will be rejected. Proposals transmitted by facsimile or e-mail will not be accepted or reviewed.

7.16 Meetings with the Bidders

At its discretion, the agency may convene meetings with Bidders in order to gain a fuller understanding of the proposals. The meetings may involve demonstrations, interviews, presentations, or site visits. If the agency decides meetings are warranted, the Official Agency Contact will telephone Bidders to make an appointment. Any such meetings are tentatively scheduled for the week of **May 30 - June 3, 2005.**

8. REQUIRED FORMAT FOR PROPOSALS

8.1. Proposal Format and Contents

In response to this RFP, each Bidder must submit a proposal containing a transmittal letter, one original and six copies each of the following separately bound documents:

- technical proposal and
- cost proposal.

Failure to follow any of the requirements of this section or failure to include any of the specifically requested information may result in the disqualification of the Bidder. The Bidder's proposal must address all the issues set forth in the RFP.

8.2. Transmittal Letter

The transmittal letter must be written on the prime Bidder's official business letterhead. The letter must clearly identify all the materials and enclosures being forwarded in response to this RFP. The letter must be signed by an individual authorized to commit the Bidder to the work being proposed.

The transmittal letter must clearly identify all subcontracts into which the Bidder intends to enter. A "Scope of Work" statement for each subcontractor must be presented, including a statement signed by a representative of the subcontractor describing their qualifications and willingness to perform the specific tasks described.

8.3. Technical Proposal

All proposals must follow the required format below and address all requirements listed in the prescribed order, using the prescribed numbering system. Failure to follow the required format may result in the disqualification of a proposal.

1. Contact Information

Provide the information requested below:

A. Name of Bidder
B. Business Location
C. Mailing Address
D. Telephone Number
E. E-mail Address
F. Federal Employer ID Number / Social Security Number

2. Bidder's Representatives

The Bidder must designate an authorized representative and one alternate who may speak and act on behalf of the Bidder in all dealings with the agency, if necessary. Provide the following information for each individual.

A. Names
B. Telephone Numbers
C. Normal Hours of Work

3. Individual or Organizational Profile

A. Qualifications

Describe how your experience, education and training, or special knowledge, skills or abilities meet the required minimum qualifications of this RFP. Including the length of time the company has been in existence and has been providing health care data processing services like those outlined in the RFP to other clients. The Bidder may include any additional information which would demonstrate its qualifications such as work done with ambulatory care data, severity systems, risk adjustments, or outcomes analyses.

B. Organization Chart

If the Bidder is a firm or corporation, provide a diagram showing the hierarchical structure of functions and positions within the organization.

C. Legal Status

If the Bidder is a firm or corporation, describe the organization's legal status (e.g., sole proprietorship, partnership, limited partnership, corporation, subchapter S corporation). Report where (in which states) the organization is registered to do business and whether it is nonprofit or profit making.

D. Financial Condition

If the Bidder is a firm or corporation, include the two most recent annual financial statements prepared by an independent Certified Public Accountant, and reviewed or audited in accordance with Generally Accepted Accounting Principles (USA). If a Bidder has been in business for less than two years, such Bidder must include any financial statements prepared by a Certified Public Accountant, and reviewed or audited in accordance with Generally Accepted Accounting Principles (USA) for the entire existence of such firm or corporation.

E. References

Include three letters of reference from recent clients. Provide the following information for each reference: name, title, company address, and phone number for the clients' technical supervision officers.

4. Outline of Work

A. Statement of the Problem

The Bidder must, in its own words state the problem, describe the scope and purpose of the project, and demonstrate a clear understanding of the concerns, objectives, and requirements of OHCA in sponsoring this project.

B. Work Plan

The Bidder's technical proposal must specially address all the issues and tasks covered in the Outline of Work and Deliverables sections of this RFP, including the methods to be utilized, the phasing of the tasks, and the organization and scheduling of human resources. The issues discussed in this document must be presented with clarity and precision. Bidders wishing to add activities to these specified in the Outline of Work must show the additions as separately numbered.

C. Methodologies

Provide detailed, task oriented breakdown for each activity in the Outline of Work. The proposal must:

- Identify the programming and documentation standards which will be used in setting up a SQL structured discharge data system.
- Identify the quality standards which will be adhered to during the processing of the discharge data.
- Guarantee that all data sets will be accurately maintained.
- Describe plans for data system maintenance/upgrades.
- Demonstrate the availability of sufficient data storage and processing capacity to support the stated requirements;
- Identify all of the resources that will be available for processing and maintaining the database;
- Identify if the resident software is open database connectivity compliant (ODBC); and
- Demonstrate the existence of a disaster recovery plan.

D. Deliverables

List and describe the form and content of each deliverable (outcome).

- Include a description of the proposed method of working with the agency, the resources or services requested of the agency (if any);
- Describe the proposed method of receiving agency approval of deliverables;
- Identify the steps the Bidder will take to ensure the timely submission of the deliverables specified in Section 3 of this RFP.

E. Schedule

Include a proposed work schedule, by activity, indicating when each activity will be accomplished. Identify any significant milestones or deadlines. Include due dates for all deliverables.

- Identify the maximum guaranteed turnaround time for the delivery of data and associating reports and after the receipt of a new or revised source data set.
- Identify the maximum guaranteed turnaround time for the availability of the updated database.

5. Confidentiality of Source/Processed Data Sets

The Bidder's proposal must explicitly indicate the plans to ensure the security and confidentiality of the data in compliance with local, state and federal legislation. In particular, the Bidder must indicate plans to prevent unauthorized individuals from accessing and updating the database and prohibit the generation of unauthorized reports. To insure satisfaction of these requirements, the following issues must be addressed in the proposal:

- Specify the data security provisions which will prevent unauthorized access to the data.

- Specify the system and operational mechanisms for preventing the generation of unauthorized reports and their distribution to unauthorized parties.
- Indicate measures currently being taken to ensure compliance with the relevant HIPAA requirements.
- Indicate willingness to sign an agreement that addresses the requirements of the state patient confidentiality regulations and HIPAA.

6. Personnel Resources

A. Staffing Plan

Identify the personnel resources that will be assigned to each activity delineated in the work plan (above). State the proportion of time that personnel will allocate to each task of the project.

B. Key Personnel

Identify the key personnel that will be assigned to this project. Attach resumes reflecting their qualifications, including related work experience. [Note: OHCA must be notified in writing and in advance regarding the departure of any key personnel from the project.]

The Bidder will also provide organizational charts for key personnel describing:

a. the name and title of the person providing technical direction for the project (the project manager);
b. the names and titles of key management personnel who will work with the project manager;
c. the complete organization of the project, including the relationships and responsibilities among the project manager, the key management; personnel, the professional personnel, the task leaders, and any other key personnel; and
d. the relationships between the central project group and any subcontractors.

The Bidder must present a project management plan including a description of the project's control mechanisms and time-phased schedule for completing each of the required tasks. The plan must include precise estimates of staff utilization, including man-hours for task assignment, and the distribution of the specific levels of human resources for each task.

C. Contract Compliance Requirements

In order to assess Contract Compliance, contractors are required to complete, sign and submit along with the Proposal the following forms attached as Appendices G1 to G4:

(i) Notification to Bidders;
(ii) Workforce Analysis Affirmative Action Report-State Contractors;
(iii) Affidavit for Certification of Subcontractors as Minority Business Enterprises; and
(iv) Contract Compliance Poster, which upon award of contract, shall be posted by the Contractor in conspicuous places accessible to all employees and applicants for employment.

7. Statement on the Expectation of Shared Responsibility

To the extent that the proposal anticipates OHCA to accept responsibility for the provision of resources or personnel for the development, setup, or operation of the discharge data system, these expectations should be clearly stated in the proposal.

In this regard, the proposal should detail:

- the responsibilities the Bidder expects OHCA to assume;
- the specific resources which must be provided; and
- the type(s) of OHCA personnel the Bidder requires for the different phases of the project and the amount of time each would be expected to contribute to the project.

Unless the Bidder specifically defines the OHCA resources and personnel needed, OHCA assumes no responsibility for carrying out any particular components or functions of this project.

8. Statement of Commitment

The Bidder chosen must demonstrate not only an ability to satisfy the requirements set forth in this RFP, but a strong commitment to provide the required products in a timely and accurate manner.

9. Product Acceptance

In the event that the Bidder fails to accurately produce, according to schedule, the products set forth in the proposal or specified by OHCA, the Bidder must identify all of OHCA's remedies. They should include, but are not limited to, the following:

- the right to acceptance test all products and deliverables;

- payments based solely on the acceptance of specified products; and
- liquidated damages or contract cancellation for production delays or performance failures.

The proposal must also state that all health care information data collected and maintained on behalf of OHCA shall be the property of OHCA and that in the event of delays, failure to perform, or contract cancellation or termination, the contractor will assist, in a timely manner, in the transfer of all data to any succeeding contractor selected by OHCA.

10. Conflict of Interest

Include a disclosure statement concerning any current business relationships (within the last 3 years) that may pose a conflict of interest, as defined by C.G.S. § 1-85.

11. Affidavit Concerning Gifts and Campaign Contributions

Complete, sign and attach Appendix I to the Proposal. The signed affidavit attest to whether or not any gifts were given to certain public officials or state employees during the two-year period preceding the submission of the proposal. If any gifts were given, provide the name of the recipient, a description of the gift, and the value and date of the gift. Also disclose in the affidavit all contributions make to campaigns of candidates for state-wide public office or the General Assembly. If any contributions were given, provide the name of the recipient, a description of the contribution, and the amount/value and date of the contribution. Go to **http://www.opm.state.ct.us/policies.htm#Office_Secretary** for the most current information about the affidavits.

12. Affirmations Concerning Contract and Conditions

Include a statement that the Bidder has read and accepts the RFP's conditions, the agency's standard contract and conditions, and the State's contract compliance requirements in their entirety and without amendment.

The technical proposal pertaining to all the preceding sections must not exceed twenty single-space pages.

8.4 Cost Proposal

The Bidder must submit a separately bound cost proposal. The Bidder's contact information must be printed at the top of the proposal. The original cost proposal and six duplicates must be placed in an 8"x11" envelope and sealed. The required format of the cost proposal is attached as Appendix E.

Deliverables # 1, 5, and 6 should be considered to be fixed expenses and **deliverables # 2, 3, and 4** considered to be variable expenses. (These deliverables are detailed in Section 3 and Appendix D of this RFP.)

This proposal should include:

- A total bid for the entire project based on the Bidder's projected cost.
- The Bidder's itemized breakdown of the charges supporting the total bid.

The Bidder must identify all costs included in the contract price. The cost information should be structured in a clear and logical manner. It must be presented in sufficient detail so that OHCA can determine the actual cost of individual project components and output products.

The presentation must provide OHCA with the flexibility to reorganize the cost elements and recompute the projected cost based on a variety of circumstances. Because the term of the contract is for three years, costs must be developed on a contract-year basis.

Expenses associated with this project must be associated with a discrete item of work, whether it be a project component, data file or output report, or a specified and clearly defined task. Therefore, in preparing the cost proposal, the Bidder must define any work in terms of discrete units or work associated with distinct project components.

OHCA prefers that contract costs be detailed in terms of fixed rates per time unit (e.g., charge per hour) for discrete operational functions (e.g., programming, analysis, consulting, computer time, etc.) and the associated number of time units, or a fixed expense for discrete items (e.g., CD's) and the associated number of items required. The Bidder must identify and itemize all the operational functions and discrete expense items required to carry out each discrete project component. Although the costs associated with routine analyses, control and output reports, and data files must be individually detailed, the cost of these items must be included in the total cost of their individual project component.

Costs associated with the assignment of a severity classification must be given assuming and specifying an industry-accepted severity measure. Costs must take into account licensing fees. If the Bidder recommends an alternative severity measure, the Bidder must also provide the cost to perform said classification.

The cost of inflation, if applicable, must be isolated from other costs and applied as a fixed rate of increase to the total base production costs for a given contract year. It must be applied as appropriate over the entire period of the contract.

The Bidder must clearly specify the bases (e.g., rates or fixed item charges) upon which the costs are calculated. If it is a part of a project component and has a discrete cost associated with it, the Bidder must address each component, function, or item listed below:

- the cost associated with a single execution of each module, analysis, or report described in the Outline of Work section
- design and development costs
- software costs
- maintenance costs
- communication costs
- consulting costs
- personnel costs
- project management costs
- data collection and processing costs
- user training and education costs
- documentation costs
- supply costs
- miscellaneous costs

The Bidder may use additional categories as appropriate.

For those costs which are not fixed-item costs, the Bidder must specify the basis upon which the cost is computed and forecast the frequency each cost would be applied in the execution of a particular functional component.

Upon submission of the proposal to OHCA, any rates, units of work (e.g., time units), item costs, or other costs described and detailed in this cost proposal and associated with the Bidder's technical proposal will be considered by OHCA as fixed components of the Bidder's bid for this contract, not simply estimates of the costs of the Bidder's work, and may be incorporated unchanged in the final contract. In light of this, the Bidder must state the conditions under which it will commit to these costs. No cost associated with an item of work not detailed in the cost proposal will be considered a valid cost after the cost proposal has been submitted.

The total of all valid costs shall be considered the contractor's fixed price bid for the contract.

The State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in the price.

All cost estimates will be considered as "not to exceed" quotations, against which time and expenses will be charged.

The Cost proposal should include a signed statement indicating acceptance of the terms and conditions of the provisions of service as specified in this RFP.

OHCA will not be held liable for any charges that are not explicitly presented in the Bidder's proposal.

9. RFP CONDITIONS

Any prospective contractors must be willing to adhere to the following conditions and must positively state them in the proposal:

1. Ownership of Proposals. All proposals in response to this RFP are to be the sole property of OHCA. Bidders are encouraged not to include in their proposals any information that is proprietary. All materials associated with this procurement process are subject to the terms of State laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.

2. Ownership of Subsequent Products. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of OHCA.

3. Timing and sequence. Timing and sequence of events resulting from this RFP will ultimately be determined by OHCA.

4. Stability of Proposed Prices. The Bidder agrees that the proposal will remain valid for a period of 180 days after the deadline for submission and may be extended beyond that time by mutual agreement.

5. Amending and Canceling Requests. OHCA may amend or cancel this RFP, prior to the due date and time, if OHCA deems it to be necessary, appropriate or otherwise in the best interests of OHCA. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered.

6. Certification of and Modifications to Key Project Personnel. The Bidder must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes

in personnel assigned to the project must be approved by OHCA or its designee, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by OHCA or its designee. At its discretion, OHCA may require the removal and replacement of any of the Bidder's personnel who do not perform adequately on the project, regardless of whether they were previously approved by OHCA.

7. Cost Associated with Responding to RFP. Any costs and expenses incurred by Bidders in preparing or submitting proposals are the sole responsibility of the Bidder.

8. Evidence of Experience, Ability, and Financial Condition. A Bidder must be prepared to present evidence of experience, ability, service facilities, and financial condition necessary to satisfactorily meet the requirements set forth or implied in the proposal.

9. Modifications to Original Proposal. No additions or changes to the original proposal will be allowed after submission. While changes are not permitted, clarification of proposals may be required by OHCA at the Bidder's sole cost and expense.

10. RFP Screening Committee. In some cases, Bidders may be asked to give demonstrations, interviews, presentations or further explanation to the RFP's Screening Committee.

11. Collusion. The Bidder represents and warrants that the proposal is not made in connection with any other Bidder and is in all respects fair and without collusion or fraud. The Bidder further represents and warrants that the Bidder did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of OHCA participated directly in the Bidder's proposal preparation.

12. Proposal Conformance to Instructions. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the required format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.

13. Acceptance of Standard Language and Conditions. The Bidder must accept OHCA's standard contract language and conditions. See Standard Contract and Conditions.
14. The Agreement and Contract Amendments. The contract will represent the entire agreement between the Bidder and OHCA and will supersede all prior negotiations, representations or agreements, alleged or made, between the

parties. OHCA or the State shall assume no liability for payment of services under the terms of the contract until the successful Bidder is notified that the contract has been accepted and approved by OHCA and by the AG's Office. The contract may be amended only by means of a written instrument signed by OHCA, the Bidder, and the AG's Office.

15. Rights Reserved to OHCA. OHCA reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the Bidder is in default of any prior State contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. OHCA also reserves the right to waive technical defect, irregularities and omissions if, in its judgment, the best interest of OHCA will be served.

    OHCA reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a Bidder and subsequently awarding the contract to another Bidder. Such action on the part of OHCA shall not constitute a breach of contract on the part of OHCA since the contract with the initial Bidder is deemed to be void *ab initio* and of no effect as if no contract ever existed between OHCA and the Bidder.

    The release of this RFP in no way constitutes a commitment by OHCA to award a contract. OHCA reserves the right to reject any or all proposals received in response to this RFP or to cancel the RFP, if it is in the best interest of the Office to do so.

    The award of the contract is subject to the availability of funds for the project.

16. Disclaimer. Once the contractor has been selected and notified, OHCA will not assume any responsibilities or provide any resources not explicitly stated in the proposal at the time of its submission or subsequently agreed upon by OHCA and the contractor before the formal section of the Bidder's proposal. OHCA will not be held liable for any charges not explicitly presented in the contractor's cost proposal.

10. OHCA STANDARD CONTRACT CONDITIONS

SECTION 1

This Agreement (hereinafter referred to as "Agreement") is entered into between the State of Connecticut (hereinafter "State") acting through the Office of Health Care Access (OHCA) pursuant to Connecticut General Statutes Sections 4-8, 4-65a and 4-66, and, an Independent Contractor having its principal offices (hereinafter "Contractor"). The parties agree that the services specified below shall be provided by Contractor in strict compliance with the provisions of this Agreement.

SECTION 2
CONTRACT PERIOD AND DEFINITIONS

This Agreement shall commence on July 1, 2005 and the duties of the Contractor as set forth in Section 4 of this Agreement shall be completed by the Contractor no later than June 30, 2008 (hereinafter "end date").
Whenever the following terms or phrases are used in this Agreement, they shall have the following meaning unless the context clearly requires otherwise:
State - Shall include the Commissioner of the Office of Health Care Access, or his/her authorized agents, employees or designees.
Contractor/Vendor – Any Individual, Firm or Corporation submitting bids on a Request for Proposals issued by OHCA.

SECTION 3
NOTICE OF CHANGE AND CANCELLATION

This Agreement may be canceled at will by either party upon ten (10) days written notice delivered by certified or registered mail. Unless otherwise expressly provided to the contrary, any other notice provided under this Agreement shall be in writing and may be delivered personally or by certified or registered mail. All notices shall be effective if delivered personally, or by certified or registered mail, to the either the State or the Contractor. All notices shall be effective if delivered personally, or by certified or registered mail, to the following addresses:

State: State of Connecticut
Office of Health Care Access
410 Capitol Ave. - MS# 13HCA
Hartford, CT 06134
Attention: Project Manager

Contractor: _____
_____
_____
_____

Any request for written notice under this Agreement shall be made in the manner set forth in this section. The parties may change their respective addresses for notices under this paragraph upon prior written notification to the other.

SECTION 4
SPECIFICATION OF SERVICES

The Contractor shall provide semi-annually:

1. Microsoft SQL structured processed discharge data with updated labels on CD in direct format;
2. Annually updated industry standard ICD-9 diagnosis and procedure codes and descriptions;
3. Annually updated CT town to zip codes mapping file from USPS;
4. Semi-annually updated Connecticut Provider ID Reference File; and
5. Semi-annual reports including summary of timeliness of data submission, data error detail and summary and descriptive evaluation of database quality and integrity of data reports.
6. Notify and provide details of error to hospital(s) whose error rates exceed 1 percent, receive and process corrections.
7. Provide SQL script and outcome report for database update
8. Process FOI requests on behalf of OHCA.
9. Provide ad hoc services as the need arises
10. Perform administrative and processing functions for the discharge database.

SECTION 5
COST AND SCHEDULE OF PAYMENTS

The STATE shall pay the CONTRACTOR a total sum not exceeding the proposed amount for services performed under this AGREEMENT. A formal contract amendment shall be required for revisions to the maximum contract payment.

The Contractor shall be compensated for fees based upon work performed, documented, and accepted by the State.

Payment for deliverables shall be based upon the successful completion and acceptance of deliverables by Commissioner of OHCA or his designee. Invoices shall, at a minimum, include the Contractor name, the Contract Number, the Contractor's Federal Employer Identification Number, the billing period, an itemization of expenses by line item, identification of the deliverable; and the date that the deliverable was provided to the State.

Invoices for services billed by the hour shall include the name and title of the individual providing the services, the dates worked, the number of hours worked each day with a brief synopsis of the work performed, the rate being charged for the individual, and the total cost for that person's work during the billing period.

Invoices for expenses, if allowed, shall include a detailed account of expenses specifying the day when and purpose for which they were incurred as well as all receipts, invoices, bills and other available documentation as evidence of the actual cost of such expenses. Such expenses may include, but are not limited to: mileage @ $.345 per mile; costs of travel including airfare and hotels, and office expenses such

as, phone calls, copying, postage and package delivery incurred in connection with the service pertaining to this AGREEMENT. All expenses will be reimbursed at cost.

SECTION 6
OTHER CONDITIONS

A. Entire Agreement

This Agreement embodies the entire agreement between the State and Contractor on the matters specifically addressed herein. The parties acknowledge that they have read this Agreement, understand it and agree to be bound to its terms. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth herein. This Agreement shall supersede all prior written agreements between the parties and their predecessors. No changes, amendments, or modifications of any of the terms or conditions of the Agreement shall be valid unless reduced to writing, signed by an authorized representative of each party, and approved by the Attorney General or his Deputy. This Agreement shall inure to the benefit of each party's heirs, successors, and assigns.

B. Contract Amendments and Revisions

No revisions to the contract's objectives, service, or plan including revisions to the due date for reports and completion of objectives or services shall be implemented by Contractor unless it is approved by the State in writing; and, unless otherwise agreed to in writing, the provisions of this Agreement shall apply to all changes in the services. A formal contract amendment shall be required for extensions to the final date of the contract period, revisions to the maximum payment and any other revisions deemed material by the State. When changes in services are required or requested by the State, Contractor shall promptly estimate their monetary effect and so notify the State. If the State determines that any change materially affects the cost or time of performance of this Agreement as a whole, the Contractor and the State will mutually agree in writing to an equitable adjustment.

C. Contract Reduction Clause

The State reserves the right to withhold or reclaim an amount up to ten percent of the maximum contract amount at any time up to and including the 60th day before the end of the contract period in the event that:

1. The Governor, the General Assembly, or the Office of Policy Management rescinds, reallocates, or in any way reduces the total amount budgeted for the operation of OHCA during which such funds are withheld; or
2. Federal funding reductions result in reallocation within OHCA.

D. Independent Contractor

Contractor represents that it is fully experienced and properly qualified to perform the services provided for herein, and that it is properly licensed, equipped, organized, and financed to perform such services. Contractor shall act as an independent Contractor in performing this Agreement, maintaining complete control over its employees and all of its subcontractors. Contractor shall furnish fully qualified personnel to perform the services under this Agreement. Contractor shall perform all services in accordance with its methods, subject to compliance with this Agreement and all applicable laws and regulations. It is acknowledged that services rendered by the Contractor to the State hereunder do not in any way conflict with other contractual commitments with or by the Contractor.

If applicable, Contractor shall deliver copies of any and all current license(s) and registration(s) relating to the services to be performed under this Agreement to the State, at the time of the execution of this Agreement, as evidence that such are in full force and effect.

E. Subcontracting

With the exception of case-mix and severity adjustments, none of the resultant Contract shall be delegated to other organization, subdivision, association, individual, corporation, partnership, or group of individuals or other such entity without the prior consent of the State.

Any subcontract to which OHCA has consented shall be in writing and shall in no way alter the Contract terms and conditions.

D. Laws and Regulations

This Agreement shall be interpreted under and governed by the laws of the State of Connecticut.

Contractor, its employees and representatives warrants that it has complied, and shall at all times comply with all applicable laws, ordinances, statutes, rules, regulations, and orders of governmental authorities, including those having jurisdiction over its registration and licensing to perform services under this Agreement. Any noncompliance with said laws and regulations shall be deemed a breach of this contract.

E. Labor and Personnel

At all times, Contractor shall utilize approved, qualified personnel and any State approved subcontractors necessary to perform the services under this Agreement. Contractor shall advise the State promptly, in writing, of any labor dispute or anticipated labor dispute or other labor related occurrence known to Contractor involving Contractor's employees or subcontractors which may reasonably be expected to affect Contractor's performance of services under this Agreement. The State may then, at its option, ask Contractor to arrange for a temporary employee(s) or subcontractor(s) satisfactory to the State to provide the services otherwise performable by Contractor hereunder. The Contractor will be responsible to the State for any economic detriment caused the State by such subcontract arrangement.

Contractor shall, if requested to do so by the State, reassign from the State's account any employee or authorized representatives whom the State, in its sole

discretion, determines is incompetent, dishonest, or uncooperative. In requesting the reassignment of an employee under this paragraph, the State shall give ten (10) days notice to Contractor of the State's desire for such reassignment. Contractor will then have five (5) days to investigate the situation and attempt, if it so desires, to satisfy the State that the employee should not be reassigned; however, the State's decision in its sole discretion after such five (5) day period shall be final. Should the State still desire reassignment, then five days thereafter, or ten (10) days from the date of the notice of reassignment, the employee shall be reassigned from the State's account.

F. Conflicts, Errors, Omissions, and Discrepancies

In the event of any conflict between the provision of this Agreement and the provisions of Form CO-802A to which this Agreement is attached, the provisions of this Agreement shall control.

In case of conflicts, discrepancies, errors, or omissions among the various parts of this Agreement, any such matter shall be submitted immediately by Contractor to the State for clarification. The State shall issue such clarification within a reasonable period of time. Any services affected by such conflicts, discrepancies, errors, or omissions which are performed by Contractor prior to clarification by the State shall be at Contractor's risk.

G. Indemnity

Contractor hereby indemnifies and shall defend and hold harmless the State, its officers, and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of this Agreement, including those arising out of injury to or death of Contractor's employees or subcontractors, whether arising before, during, or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of Contractor or its employees, agents or subcontractors.

H. Nondisclosure

Contractor shall not release any information concerning the services provided pursuant to the Agreement or any part thereof to any member of the public, press, business entity or any official body unless prior written consent is obtained from the State.

I. Delinquent Reports and Penalties

OHCA reserves the right to withhold payment for this contract if OHCA has not received on a timely basis acceptable progress reports, expenditure reports, refunds, and/or audits as required for any and all contracts the contractor has entered into with the State.

Failure to meet data delivery schedule may result in a late penalty. The penalty shall be 2% of the semi-annual payment for the deliverable items for each period of five (5) business days, or any part thereof, the data is late. The penalty shall be applied in those circumstances within the control of the Contractor and include but not limited to, late processing of data, failure to perform required edits, or lack of necessary personnel. The Contractor shall monitor and report on the reason(s) that the data is late if the data is submitted to OHCA more than (4) business days after the due date. The Contractor shall automatically reduce the amount billed for the deliverable items as set forth in this section if the data for the semiannual deliverable is late by five (5) business days or more and the delay is attributable to factors within the contractor’s control.

At the State's request, the Contractor shall provide the State with electronic copies of any data or information in the possession or control of the Contractor which pertains to the State's business under this Agreement. The Contractor shall incorporate this paragraph verbatim into any Agreement it enters into with any subcontractor providing services under this Agreement.

In the event that this Agreement constitutes a grant Agreement, and the Contractor is a public or private agency other than another state agency, the Contractor shall provide for an audit acceptable to the State, in accordance with the provisions of Conn. Gen. Stat. Sec. 7-396a.

K. Non-Waiver

None of the conditions of this Agreement shall be considered waived by the State or the Contractor unless given in writing. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the conditions of this Agreement unless expressly stipulated in such waiver.

L. Promotion

Unless specifically authorized in writing by the Secretary of the Office of Policy and Management, on a case by case basis, Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies:

(1) in any advertising, publicity, promotion; or

(2) to express or to imply any endorsement of Contractor's products or services; or

(3) to use the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies in any other manner (whether or not similar to uses prohibited by subparagraphs (1) and (2) above), except only to manufacture and deliver in accordance with this Agreement such items as are hereby contracted for by the State. In no event may the Contractor use the State Seal in any way without the express written consent of the Secretary of State.

M. Confidentiality

All data provided to Contractor by Connecticut hospitals, State or developed internally by Contractor with regard to the State will be treated as proprietary to the State and confidential unless the State agrees in writing to the contrary. Contractor agrees to forever hold in confidence all files, records, documents, or

other information as designated, whether prepared by the State or others, which may come into Contractor's possession during the term of this Agreement, except where disclosure of such information by Contractor is required by other governmental authority to ensure compliance with laws, rules, or regulations, and such disclosure will be limited to that actually so required. Where such disclosure is required, Contractor will provide advance notice to the State of the need for the disclosure and will not disclose absent consent from the State.

The contractor may not use the data collected and/or produced by this project/contract in any manner not authorized by OHCA.

N. Subpoenas

In the event the Contractor's records are subpoenaed pursuant to Conn. Gen. Stat. Section 36a-43, the Contractor shall, within twenty-four (24) hours of service of the subpoena, notify the person designated for the State in Section 3 of this Agreement of such subpoena. Within thirty-six (36) hours of service, the Contractor shall send a written notice of the subpoena together with a copy of the same to the person designated for the State in Section 3 of this Agreement.

O. Survival

The rights and obligations of the parties which by their nature survive termination or completion of the Agreement, including but not limited to those set forth herein in sections relating to Indemnity, Nondisclosure, Promotion, and Confidentiality of this Agreement, shall remain in full force and effect.

P. Americans with Disabilities Act

This clause applies to those Contractors which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the term of the contract. Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. Failure of the Contractor to satisfy this standard either now or during the term of the contract as it may be amended will render the contract voidable at the option of the State upon notice to the Contractor. Contractor warrants that it will hold the State harmless from any liability which may be imposed upon the State as a result of any failure of the Contractor to be in compliance with this Act.

Q. Non-Discrimination and Executive Orders

The non-discrimination clause on the reverse side of page 1 of Form CO 802-A, attached hereto, is superseded and the following is inserted in lieu thereof:

(a) For the purposes of this Section, "minority business enterprise" means any small Contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. Sec. 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For purposes of this Section, "Commission" means the Commission on Human Rights and Opportunities.

(b) (1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or worker's representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Conn. Gen. Stat. Secs. 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. Sec. 46a-56, as amended by Section 5 of Public Act 89-253, Conn. Gen. Stat. Sec. 46a-68e and Conn. Gen. Stat. Sec. 46a-68f; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Conn. Gen. Stat. Sec. 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe(that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. Sec. 46a-56, as amended by Section 5 of Public Act 89-253; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Agreement and as they may be adopted or amended from time to time during the term of this Agreement and any amendments thereto.

(g) The Contractor agrees to the following provisions: The Contractor agrees and warrants that in the performance of the Agreement such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and the employees are treated when employed without regard to their sexual orientation; the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. Sec. 46a-56; the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Conn. Gen. Stat. Sec. 46a-56.

The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. Sec. 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and State may so enter.

This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this Agreement may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the Agreement is completed or terminated prior to completion.

The Contractor agrees, as part consideration hereof, that this Agreement is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

This Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Agreement may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that Executive Order

No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

R. Violence in the Workplace Prevention

This contract is subject to the provisions of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999 and, as such, the contract may be canceled, terminated or suspended by the state for violation of or noncompliance with said executive Order No. 16. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. 16 is incorporated herein by reference and made a part hereof. The parties agree to abide by such Executive Order.

S. Sovereign Immunity

Notwithstanding any provisions to the contrary contained in this Agreement, it is agreed and understood that the State of Connecticut shall not be construed to have waived any rights or defenses of sovereign immunity which it may have with respect to all matters arising out of this Agreement.

T. Assignment

This Agreement shall not be assigned by either party without the express prior written consent of the other.

U. Severability

If any part or parts of this Agreement shall be held to be void or unenforceable, such part or parts shall be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or parts found to be void or unenforceable.

V. Smoking Policy Clause

If the contractor is an employer subject to the provisions of Section 31-40q of the Connecticut General Statutes, the contractor agrees to provide the State with a copy of its written rules concerning smoking. The rules or a statement that the contractor is not subject to the provisions of section 30-40q of the Connecticut General Statutes must be received prior to contract approval by OHCA.

W. Headings

The titles of the several sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

X. Third Parties

The State shall not be obligated or liable hereunder to any party other than the Contractor.

Y. Non Waiver

In no event shall the making by the State of any payment to the Contractor constitute or be construed as a waiver by the State of any breach of covenant, or any default which may then exist, on the part of the Contractor and the making of any such payment by the State while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the State in respect to such breach or default.

Z. Contractor Certification

The Contractor certifies that the Contractor has not been convicted of bribery or attempting to bribe an officer or employee of the State, nor has the Contractor made an admission of guilt of such conduct which is a matter of record.

I. Sexual Orientation Clause

Pursuant to Public Act 91-58, Sec. 16(b), and Public Act 91-407, Sec. 8, the contractor agrees to the following:

(1) and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to section 46a-56 of the general Statutes;

(4) to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56 of the General Statutes;

(5) shall include the provisions listed above in (1), (2), (3), and (4) in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56 of the General Statutes; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the

Commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

II. Smoking Policy Clause

If the contractor is an employer subject to the provisions of Section 31-40q of the Connecticut general Statutes, the contractor agrees to provide the Office with a copy of its written rules concerning smoking. The rules or a statement that the contractor is not subject to the provisions of Section 31-40q of the Connecticut general Statutes must be received prior to contract approval by the Office.

Appendix A

Sec. 19a-613. Powers and duties. Data collection. Graduate medical education**.** Reports. (a) The Office of Health Care Access may employ the most effective and practical means necessary to fulfill the purposes of this chapter, which may include, but need not be limited to:
(1) Collecting patient-level outpatient data from health care facilities or institutions, as defined in section 19a-630;
(2) Establishing a cooperative data collection effort, across public and private sectors, to assure that adequate health care personnel demographics are readily available; and
(3) Performing the duties and functions as enumerated in subsection (b) of this section.
(b) The office shall: (1) Authorize and oversee the collection of data required to carry out the provisions of this chapter; (2) oversee and coordinate health system planning for the state; (3) monitor health care costs; and (4) implement and oversee health care reform as enacted by the General Assembly.
(c) The Commissioner of Health Care Access or any person the commissioner designates may conduct a hearing and render a final decision in any case when a hearing is required or authorized under the provisions of any statute dealing with the Office of Health Care Access.

Appendix B

Sec. 19a-654. (Formerly Sec. 19a-167k). Data submission requirements. The Office of Health Care Access shall require short-term acute care general or children's hospitals to submit such data, including discharge data, as it deems necessary to fulfill the responsibilities of the office. Such data shall include data taken from medical record abstracts and hospital bills. The timing and format of such submission shall be specified by the office. The data may be submitted through a contractual arrangement with an intermediary. If the data is submitted through an intermediary, the hospital shall ensure that such submission is timely and that the data is accurate. The office may conduct an audit of the data submitted to such intermediary in order to verify its accuracy. Individual patient and physician data identified by proper name or personal identification code submitted pursuant to this section shall be kept confidential, but aggregate reports from which individual patient and physician data cannot be identified shall be available to the public.

Sec. 19a-167g-94. The uniform reporting of discharge abstract and billing data.

For the purpose of sections 3, 4, 5, 8, 12, 18, and 29 of public act 89-371, and section 11 of public act 90-134, the following section shall be used to report discharge abstract and billing data in fiscal year 1991 and thereafter. The provisions of this section shall supersede the provisions of 19a-165q-2 of the integrated prospective payment system regulations.

(a) Definitions. For the purpose of this section and except as otherwise noted, the following words and phrases are defined below:

(1) "Agent" means a person or entity which has entered into an agreement or contract with the commission to perform administrative, processing, management, analytical, evaluative, or other related services with the data collected pursuant to this section.

(2) "Current hospitalization" or "hospitalization being recorded" refers to that episode of hospitalization defined by the patient's admission and discharge dates and the medical record number and patient control number associated with that episode. All the data being submitted by the hospital concerning the patient's hospitalization relate to this episode of hospitalization.

(3) "Discharge" is defined according to subdivision 19a- 167g-55(b)(22).

(4) "Patient identification" means the unique designation or number assigned to each patient within a hospital that distinguishes by itself the medical record of an individual patient from the medical record of all other patients in that institution.

(5) "Patient control number" means the unique designation or number assigned by the hospital to each patient's individual hospitalization that distinguishes by itself the medical and billing records of that hospitalization.

(6) "Date of birth" means the month, day, and year on which the patient whose hospitalization is being recorded was born.

(7) "Date of admission" means the month, day, and year on which the patient whose hospitalization is being recorded was admitted to the hospital.

(8) "Date of discharge" means the month, day, and year on which the patient whose hospitalization is being recorded was discharged from the hospital.

(9) "Sex" means a designation of the patient as:

DESIGNATION	CODE
(A) Male	= M
(B) Female	= F
(C) Not determined	= U

The category "not determined" may only be used in rare instances where the sex of the patient either has not been or cannot be determined at the time of discharge.

(10) "Zip code" means the zip code of the post office where the patient customarily receives mail. If the patient resides outside the United States or its territories, the zip code shall be "99998."

(11) "Race" means a designation of the patient according to the categories listed below. For the purpose of reporting this information to the commission as part of this data set, each category is assigned the numeric codes listed below:

CATEGORY	CODE
(A) White	= 1
(B) Black	= 2
(C) American Indian/Eskimo/Aleut	= 3
(D) Hawaiian/Pacific Islander	= 4
(E) Asian	= 5
(F) Other Non-white	= 6
(G) Unknown	= 0

(12) "Ethnicity" refers to the patient's cultural origin. The patient must be classified into one of the categories of ethnicity listed below. For the purpose of reporting this information to the commission as part of this data set, each ethnic category is assigned the numeric codes listed below:

CATEGORY	CODE
(A) Spanish origin/Hispanic	= 1
(B) Non-Spanish origin/Non-Hispanic	= 2

(13) "Previous admission" refers to the length of time between the date of admission for the hospitalization being recorded and the date of discharge for the patient's most recent previous inpatient hospitalization. For the purpose of reporting this information to the commission as part of this data set, the categories of previous admission are assigned the numeric codes listed below:

CATEGORY	CODE
(A) Less than 31 days	= 1
(B) More than 30 but less than 61 days	= 2
(C) More than 60 but less than 91 days	= 3
(D) More than 90 but less than 181 days	= 4
(E) More than 180 days	= 5
(F) No previous hospitalization	= 6
(G) Unknown	= 7

(14) "Hospital ID code" refers to the last four digits of the hospital's Medicare provider number for the unit from which the patient was discharged for the hospitalization being recorded.

(15) "Attending practitioner" means the physician, surgeon, homeopath, dentist, podiatrist, chiropractor, osteopath, or psychologist who was primarily responsible for the patient's care during the hospitalization being recorded. The attending practitioner will be designated by the hospital using the unique code established pursuant to subsection (e) of this section.

(16) "Operating practitioner" means the physician, surgeon, homeopath, dentist, podiatrist, chiropractor, osteopath, or psychologist who performed the principal procedure during the hospitalization being recorded. The operating practitioner will be designated by the hospital using the unique code established pursuant to subsection (e) of this section.

(17) "Principal diagnosis and secondary diagnoses" refer to diagnoses that affect the hospitalization being recorded.

(A) "Principal diagnosis" refers to the condition which is established after study to be chiefly responsible for the admission of the patient to the hospital.

(B) "Secondary diagnoses" refers to those conditions, exclusive of the principal diagnosis, which exist at the time of the patient's admission or which develop subsequently to the admission and which affect the patient's treatment or length of stay for the hospitalization being recorded. Diagnoses which are associated with an earlier hospitalization and which have no bearing on the current hospitalization shall not be recorded as secondary diagnoses.

(18) Procedures and procedure days.

(A) "Procedure" means a significant procedure that is surgical in nature; carries a procedural or anesthetic risk; or requires specialized training or special facilities or equipment.

(B) "Procedure day" refers to the day on which the procedure was performed. The procedure day equals the number of days after the admission date on which the procedure was performed. If the procedure was performed on the date of admission, then the procedure day = 0.

(C) "Principal procedure" means that procedure most closely related to the principal diagnosis which is performed for the definitive treatment of the patient.

(i) The principal procedure cannot be a procedure which has been performed for a diagnostic or exploratory purpose only or to resolve a complication, unless these are the only types of procedures performed on the patient during the hospitalization being recorded.

(ii) "Complication" is defined in this section as any diagnosis other than the principal diagnosis.

(D) "Other procedures" means other significant procedures in addition to the principal procedure. These are to be reported with the procedure day on which the procedure was performed.

(19) "Admission status" describes the circumstances associated with the patient's admission and will be limited to the following:

CIRCUMSTANCE	CODE
(A) Physician Referral	1
(B) Clinic Referral	2
(C) HMO Referral	3
(D) Transfer from a Hospital	4
(E) Transfer from a Skilled nursing facility	5
(F) Transfer from another health care facility	6

(G) Emergency room	7
(H) Court/law enforcement	8
(I) Newborn	9

(20) "Discharge status" means a designation associated with the circumstances of the patient's discharge and will be limited to the following:

DESIGNATION	CODE
(A) Home	01
(B) Transferred to another short term hospital	02
(C) Transferred to a skilled nursing facility	03
(D) Transferred to an intermediate	04
(E) Transferred to another type of	05
(F) Discharged to home health service	06
(G) Left against medical advice	07
(H) Expired	20

(21) "Expected principal source of payment" means that payment source that was expected at the time the data set was completed to provide the primary share of the payment for the hospitalization being recorded. These sources will be limited to the following:

PAYMENT SOURCE	CODE
(A) Self pay	A
(B) Worker's Compensation	B
(C) Medicare	C
(D) Medicaid	D
(E) Other Federal Program	E
(F) Commercial Insurance Company	F
(G) Blue Cross	G
(H) CHAMPUS	H
(I) Other	I
(J) Title V	Q
(K) No Charge	R
(L) HMO	S
(M) PPO	T

(22) "CHAMPUS" is defined in 19a-167g-55(b)(13).

(23) "Title V" means the Maternal and Child Health Services Block Grant as provided under Title V of the Social Security Act.

(24) "HMO" and "PPO" refer to alternative delivery systems and are defined in 19a-167g-55(b)(3).

(25) "Birthweight" means the weight in grams of a newborn infant recorded at birth. This value must be coded if the admission status is newborn.

(26) "Total revenue center charges" means the total charges appearing on the patient's bill. This amount should correspond to revenue code "001" on a standard UB-82 bill.

(27) A "group of revenue data elements" means an individual, distinct revenue code and its corresponding units of service and charges for the hospitalization being recorded. One group of revenue data elements consists of the revenue center code, its units of service, and its total charges.

(28) "UB-82 data" refers to those uniform billing data elements generated by hospitals for the purpose of billing hospital charges to patients for services rendered after September 30, 1984. These data elements are contained on a "UB-82 form" which is that version of the Uniform Hospital Billing Form promulgated by the National Uniform Billing Committee, established by the American Hospital Association, as from time to time amended. The UB-82 form has also been adopted as Health Care Financing Administration (HCFA) Form 1450 pursuant to Sections 1814(a)(1) and 1871 of the federal Social Security Act.

(29) "Discharge abstract" refers to those items of medical and demographic information which are normally available in the patient's medical record and which may be abstracted from that medical record as data elements. The discharge abstract for the hospitalization being recorded summarizes the important clinical features of that patient's hospitalization. For the purpose of this section, the items of medical and demographic information referred to by the term "discharge abstract data" are data elements numbered 4, 6-12, 14-15, 17-18 on record type 2, items numbered 4, 6-14 on record type 3, and items numbered 4, 6-8, 10-11, 13-14, 16-17, 19-20, and 22-23 on record type 4 of subsection (h)(8), below. Some of these items may also be found on the patient's UB-82 billing form. These data elements may also be part of the UB-82 data.

(30) A "test tape" is defined as the submission of a sample of a hospital's discharge abstract and billing data set as part of the initial submission of data pursuant to subsection (b)(5) or for the purpose of testing technical changes made by the hospital which affect the submission of its discharge abstract and billing data set on computer tape. The test tape shall conform exactly to all the technical specifications provided for in this section. The sample of the data set contained on a hospital's test tape shall not exceed one-twelfth (1/12) of that hospital's total discharges for fiscal year 1989.

(31) Reports.

(A) A "report" is defined as data or information extracted or prepared from the data collected under this section or section 19a-165q-2 of the commission's regulations. This includes data derived from other sources when such data are combined with the data collected under this section. The report may be presented in any form, either on paper or contained in computer- accessible files on- or off-line on magnetic media, such as magnetic tapes, disks, or drums.

(B) If a report, either by itself or in combination with another report, can identify an individual patient or practitioner either by personal identification code, by name, or by a combination of data elements, then it will be considered "confidential."

(C) If a report, either by itself or in combination with another report, cannot identify an individual patient or practitioner either by personal identification code, by name, or by a combination of data elements, then it will be considered "nonconfidential."

(32) "Data element" means an individual category of data taken from a discharge's medical record or hospital bill (UB-82 data). Data elements to be filed pursuant to this section are prescribed in subsection (h)(9), and, when appropriate, are defined in subsection (a).

(33) "Data record" refers to a 282-byte array of a computer file containing data elements specific to a hospital or to individual discharges from a hospital. Six types of data records shall be filed by a hospital pursuant to this section. They are referred to as data record type 1 through data record type 6. These data record types are described in subsections (h)(4) and (h)(9).

(34) "Data set" refers to the complete set of data records filed by a hospital for a reporting period. The data set shall contain the discharge abstract and billing data for each individual discharged from that hospital during the reporting period. The data set shall be composed of one header record (data record type 1), one trailer record (data record type 6) for each hospital, and a group of data records (data record types 2 through 5, inclusive) for each individual discharged from that hospital. These data records shall include the data elements prescribed in subsection (h)(9).

(35) "Payer identification" means the code number or the payer name which identifies the payer organization from which the hospital expects at the time of discharge some payment for the bill. Up to three payer organizations shall be reported in order of their expected contributions to the payment of the hospital bill.

(36) "Estimated responsibility" means the amount estimated by the hospital at the time of discharge to be paid by the indicated payer.

(37) "Deductible" means that amount estimated by the hospital at the time of discharge to be applied to the patient's deductible amount for the indicated payer.

(38) "Coinsurance" means that amount estimated by the hospital at the time of discharge to be applied to the patient's coinsurance amount for the indicated payer.

(39) A "report cell" means the intersection of a row and column of data elements in a report.

(b) Filing Requirements and Filing Periods.

(1) Before the end of each calendar quarter after September 30, 1990, each hospital shall file with the commission or its agent a complete discharge abstract and billing data set, as specified in subsection (h).

(2) This data set shall contain the data records for each individual discharged from that hospital during the preceding calendar quarter. The data set for a calendar quarter shall be filed prior to the end of the calendar quarter following the calendar quarter in which the discharges whose data are contained therein occurred. For example, the data set to be filed before March 31, 1991, shall contain the data records for each individual discharged from that hospital from October 1, 1990, until December 31, 1990. Nothing in this section is intended to alter the data filing requirements of section 19a-167g-42. Data for the calendar quarter July 1, 1990 through September 30, 1990 continues to be due the commission under section 19a-167g-42.

(3) For its first submission pursuant to this section, the hospital shall file a test tape pursuant to subsection (b)(5).

(4) Ninety (90) days prior to the end of the filing periods specified in subsection (b)(1), the commission shall notify the hospital of any supplemental instructions for submission of the hospital discharge abstract and billing data set.

(5) Submission of test tapes.

(A) The initial submission of discharge abstract and billing data sets under this section is due before April 1, 1991. As part of that submission, a hospital shall submit a test tape for its data set. Thereafter, when a change in the instructions or specifications for the submission of the hospital discharge abstract and billing data set occurs which requires a modification of the submission format of the data set, hospitals may submit up to three test tapes to verify that they have implemented the format changes correctly.

(B) The first test tape must be submitted within ninety (90) days following the first day of the fiscal quarter in which the specification changes are required to be initiated.

(C) The commission's agent will process the test tapes upon receipt, accept or reject the test tapes based upon their conformance to the specifications required, and notify each hospital or their designated data contractor with a written evaluation of each test tape.

(D) If a hospital's test tape is accepted by the agent, no additional test tapes will be processed by the agent for that hospital. If the hospital's test tape is rejected by the agent, the hospital shall submit a revised test tape for reevaluation within fifteen (15) business days of the hospital's or data contractor's receipt of the agent's evaluation of its rejected test tape.

(E) The submission of test tapes does not, in itself, exempt a hospital from the filing requirements of subsections (b)(1) and (b)(2).

(F) A hospital will not be considered to have violated the provisions of subsection (b)(2) if it has adhered to the testing schedule described in subsections (b)(5)(B) through (b)(5)(D) and has not submitted more than three test tapes.

(G) If any hospital requests the submission of a test tape for any reason other than those specified in (b)(5)(A), or if a hospital is required to submit more than three test tapes for any filing period, then the cost of processing the additional test tapes shall be borne by the hospital.

(6) Exemptions to the filing requirements.

(A) A hospital may be granted a partial, temporary exemption from filing those data elements specified in (6)(F) if the data elements cannot be provided to the commission in a timely manner by the hospital.

(B) The commission shall grant an exemption provided the hospital applies for it and the commission finds that the application demonstrates sufficient grounds for the exemption.

(C) Specifically, if the hospital is not collecting the specified data elements on or about October 1, 1990, and cannot begin collecting them on that date due to computer software or data collection forms which do not provide for their collection, and the hospital's application sufficiently supports this claim, then the hospital shall be granted a partial exemption for those data elements until such time as the commission deems appropriate.

(D) The application for exemption shall contain at least the following materials:

(i) A statement of which data elements cannot be provided in a timely manner and why they cannot be provided.

(ii) Samples of the hospital's discharge abstract and UB-82 data element collection forms or other data element collection instruments with effective dates on or about October 1, 1990.

(iii) Sworn statements from the hospital's data processing contractor(s) and/or data processing manager stating that the hospital cannot provide the data elements to the commission in a timely manner and why it cannot.

(iv) The earliest date on which the hospital expects to provide the data elements to the commission.

(v) Any other supporting documentation considered relevant to the hospital's application by the hospital or the commission.

(E) The exemption shall be partial and until such time as the commission determines is reasonably required for the hospital to comply.

(F) The following data elements may be exempted from the filing requirements of this section until such date as the commission may deem appropriate, but no later than October 1, 1991: ethnicity, previous admission, secondary diagnosis 5, secondary diagnosis 6, secondary diagnosis 7, secondary diagnosis 8, secondary diagnosis 9, other procedure 5, other procedure 5 day, other procedure 6, other procedure 6 day, other procedure 7, other procedure 7 day, other procedure 8, other procedure 8 day, other procedure 9, other procedure 9 day, birthweight, payer identification 1, payer identification 2, payer identification 3. In addition, the data element race may be partially exempted, so that a hospital which receives such an exemption shall be required to collect that data element as required by the regulations in effect during fiscal year 1990.

(G) The following data elements shall be exempted from the filing requirements of this section until October 1, 1991: estimated responsibility 1, deductible 1, coinsurance 1, estimated responsibility 2, deductible 2, coinsurance 2, estimated responsibility 3, deductible 3, and coinsurance 3.

(H) Hospitals not granted an exemption by the commission shall begin gathering the specified data elements in their required formats, as prescribed in subsections (a) and (h), on October 1, 1990, for initial submission to the commission on April 1, 1991.

(7) Hospitals may request an extension of the filing periods in this section pursuant to section 19a-160- 16 of the commission's regulations.

(c) Billing data. As provided in subsection (h), the hospital shall report the detailed charges for each discharge in a group of data records that are already merged with the discharge abstract data elements. The charges shall be reported in detail, itemized by individual three-digit UB-82 revenue code in a manner consistent with the reporting of the charge data elements on the UB-82 form.

(d) Standards for data; notification; response.

(1) Each discharge abstract and billing data set submitted by a hospital for patients discharged after September 30, 1990, shall be evaluated by the commission or its agent according to the following standards:

(A) For each data set submitted by a hospital, the values or codes for any data element within an individual discharge's data records shall be valid values or codes or contained within valid ranges of values for the data element. Invalid codes or values will be rejected as errors. Data elements and their valid values or codes are specified in subsections (a) and (h). Invalid codes are specified in subsection (h)(10).

(B) Those data elements which are related to other data elements within an individual discharge's data records must be internally consistent in substantive content or they will be rejected as errors. Edits to be applied for consistency are specified in subsection (h)(11).

(C) Coding values indicating "data not available", "data unknown", or any other such value or term indicating that the valid code, value, or range of values for particular data elements is not available will not be accepted for individual data items. Submission of such values for data elements will be rejected as errors.

(D) Any discharge which is assigned to DRG 469 or 470 after grouping by the version of the Medicare grouper valid for the period in which the patient is discharged shall be rejected as an error. The hospital shall review the medical record for such discharge and modify the discharge data set accordingly so that the discharge is correctly assigned to a DRG other than 469 or 470.

(2) Upon completion of this evaluation, the commission or its agent shall promptly notify each hospital whose data sets do not satisfy the standards for any filing period. This notification shall identify the discharge abstract or billing data elements for any discharge which are in error, suspected of being in error, or otherwise do not satisfy the standards.

(A) This notification will specify the problematic data elements.

(B) Error documentation and correction procedures will be provided to each hospital with each notification.

(3) Each hospital notified pursuant to subsection (d)(2) shall make the changes necessary to correct the errors and satisfy the standards and submit these changes to the commission or its agent within 30 days of the notification.

(e) Central registry for practitioner codes.

(1) All practitioners who provide services at a hospital within the state must be registered with the commission by means of a central registry.

(2) The registry will contain the practitioner's name, address, birthdate, state health department license number, any other information as may be required by the commission to uniquely distinguish the practitioner from any other practitioner providing services in the state, and an identification number which uniquely distinguishes the practitioner from any other practitioner providing services in the state.

(3) The commission designates the Connecticut Health Care Provider Billing Identification System (CHCPBIS) to be the central registry specified in subsection (1), above, and the CHCPBIS provider code number to be the identification number which the hospitals shall use for the attending and operating practitioner data elements described in (a)(15) and (a)(16), respectively. As designee, the CHCPBIS shall provide the information specified in subsection (e)(2) to the commission on a regular and timely basis.

(4) Should the designee cease to maintain this registry or fail to provide the specified information to the commission on a regular and timely basis, the commission shall declare the designation made in subsection (3) void. In this case, the identification number provided by the hospitals for the attending and operating practitioner data elements should be that practitioner code required by the Health Care Financing Administration (HCFA) in its administration of the Medicare Program.

(5) Should HCFA cease to require a unique practitioner identifier for the Medicare program, then each hospital shall be responsible for providing the commission or its agent with the practitioner's name, current address, birthdate, and state health department license number

or such other information as may be required by the commission to uniquely distinguish each practitioner from any other practitioner providing services in the state as new practitioners begin providing services to the hospital. Upon receipt of this information, the commission or its agent will assign each practitioner his or her own unique identification number.

(f) Noncompliance.

(1) Except as specified in subsection (f)(2), the failure to file, report or correct the discharge abstract or billing data sets according to the provisions of this section shall be considered a violation of public act 89-371 and these regulations. Any hospital determined by the commission to have violated the provisions of this section shall be subject to the provisions of Section 19a-160-120 of the commission's regulations and any other remedies or penalties available to the commission.

(2) A hospital which files discharge abstract and billing data sets which do not satisfy the standards under subsection (d) of this section shall not be considered in violation of these regulations if:

(A) the hospital corrects all such data sets as specified in subsection (d)(3) of this section; or

(B) the number of individual discharges whose data records fail to meet the standards for the filing period does not exceed one percent of the total number of individual discharges required to be filed in that period.

(g) Maintenance of confidentiality.

(1) Only such data as are relevant and necessary to implement public acts 89-371 and 90-134 will be collected by the commission.

(2) All data collected under this section of these regulations will be maintained accurately and diligently.

(3) Only such members of the commission, its attorney, agents, or their employees who have a specific need to review discharge and billing data collected pursuant to this section or confidential reports prepared from such data will be entitled to access to such data or reports.

(4) The commission, its attorney, agents, or their employees who are involved in the administration, management, processing, analysis, or other use of the discharge abstract and billing data shall not make public any confidential reports.

(5) The following data elements are confidential and shall not be released to the public: patient identification number, patient control number, date of birth, date of admission, date of discharge, attending practitioner, and operating practitioner.

(6) Notwithstanding the provision of subsection (g)(4), nonconfidential reports from which individual patient and practitioner data cannot be identified shall be made available to the public.

(7) Data elements and suppression thresholds for nonconfidential reports.

(A) To create a nonconfidential report, the following data elements collected under this section will be replaced by substitute data elements which have been modified for purposes of confidentiality as follows:

(i) Birthdate will be replaced by age group. Age groups shall contain age ranges of no less than five years and must be compatible with those released by the U.S. Census Bureau. All ages greater than 90 years will be included in the same group.

(ii) Date of discharge will be replaced by fiscal quarter and year of discharge.

(iii) Admission date and discharge date will be replaced by average length of stay in aggregate reports and length of stay in other nonconfidential reports.

(iv) Zip code will be replaced by an aggregation of zip codes composed of at least two contiguous zip codes and subject to the provisions of subsection (7)(B).

(v) Birthweight will be replaced by birthweight group. Each birthweight group shall contain birthweight ranges of no less than 500 grams. These ranges must end in even hundred grams (e.g. 2,001-2,500 grams).

(vi) Payer identification will be aggregated to only those payer categories specified in subsection (a)(21), expected Principal Source of Payment.

(vii) All billing data elements related to patient charges will be replaced by the corresponding average charges in aggregate reports.

(B) Thresholds for data suppression for nonconfidential reports.

(i) Except for average length of stay and average charges, a nonconfidential, aggregated report shall not contain information or databased on fewer than six individual patients, as defined by the patient identification number, in a single report cell. In the case of average length of stay and average charges, if the average is based on fewer than six patients, the number of patients upon which it is based will not be released.

(ii) Except for average length of stay and average charges, a nonconfidential, aggregated report shall not contain information or databased on fewer than two individual practitioners, as defined by the attending or operating practitioner codes, in a single report cell.

(iii) An aggregated report shall not contain the payer data elements "estimated responsibility," "deductible," and "coinsurance" if the values of these data elements are based on fewer than two individual payers, as defined by the payer identification codes, in a single report cell.

(iv) Any nonaggregated report which contains data elements by discharge shall not contain the data element "hospital code," and shall contain a substitute for the data element "zip code." This substitute shall be composed of an aggregation of zip codes equivalent to the health service areas created pursuant to the National Health Planning and Resources Development Act, Public Law 93-641.

(C) Combinations of all other data elements not restricted by subsections (g)(4), (g)(5), and (g)(7) may be released in nonconfidential reports.

(8) Procedures for requesting, producing, and releasing nonconfidential reports.

(A) All reports under consideration by the commission for public release shall be considered confidential until determined to be nonconfidential by the process described in this subsection.

(B) Requests for any data collected under this section must be made in writing to the chairman of the commission. The request shall contain a list of the data elements being sought, a detailed description of the content and organization of any report and an example of the report's layout showing how the data will be organized and presented. It shall also contain a statement by the requestor confirming that the request conforms to the confidentiality provisions of this subsection.

(C) A designated commissioner shall review the request and respond within four business days as follows:

(i) A request which seeks data elements deemed confidential by subsection (g)(7)(A) or which does not meet the thresholds of subsection (g)(7)(B) shall be denied within four (4) business days.

(ii) A request for data from which it can be readily determined from the face of the request that an individual patient or physician cannot be identified and that the request conforms to (g)(7)(A) and (g)(7)(B) will be approved for preparation. The requestor will be notified of such approval within four (4) business days. The requestor shall assume the cost of preparing a requested report not already in existence. Such cost may be required to be paid in whole or in part prior to the preparation of the report.

(iii) A request for data from which it cannot be readily determined whether an individual patient or physician can be identified or whether the request conforms to (g)(7)(A) and (g)(7)(B) will be subjected to the procedure set forth in (E) below prior to a determination by a commissioner that the request will be approved for preparation. The requestor shall be notified within four (4) business days that the request will undergo such a procedure.

(D) All requests for data will be publicly noticed as an addendum to the commission's calendar. This notice will contain the name of the requestor and the general nature of the request. If the request identifies the data as that of an individually identified hospital, the commission will notify the hospital at this time that a request for data collected pursuant to this section has been filed. Any person may obtain a copy of such request on application to the commission. Any person may raise concerns about whether the requested report conforms to the confidentiality requirements of this subsection but the raising of any concerns shall not toll any determination by a designated commissioner whether to approve or deny a request except as set forth in (E) below.

(E) For requests which fall under subsection (g)(8)(C)(iii), any person may raise concerns about whether the requested report conforms to the confidentiality requirements of this subsection provided he or she does so in writing within ten (10) business days of the public notice given under (D). Any concerns will be considered by the designated commissioner before the request is approved for preparation.

(i) A designated commissioner shall review such request. If the commissioner determines that such request conforms to the confidentiality requirements of this subsection, the request may be approved for preparation. The requestor shall assume the cost of preparing a requested report not already in existence. Such cost may be required to be paid in whole or in part prior to the preparation of the report.

(F) When prepared, a copy of the report will be reviewed by the designated commissioner for conformity to the confidentiality requirements of this subsection. If the report conforms to these requirements, it shall be authorized for release.

(G) The commission retains ownership rights to all data used in the report and will retain a copy of the final report. Nonconfidential reports approved for release will thereafter be available for copying by members of the public other than the original requestor.

(H) The commission will maintain a record of all approved requests for reports. The record will be available to the public on request. This record will contain the name of the person or party making the request, the nature of the request, and the date the request was approved for release.

(I) The commission reserves the right to refuse any request for a report which could threaten the confidentiality of an individual patient or practitioner.

(9) The commission shall ensure that any contract into which it enters with an agent using confidential data collected under this section shall contain provisions requiring the agent to comply with the provisions of this subsection. The commission, not its agent, is the sole owner of the data collected under this section. No agent may release any data or report whatsoever,

whether confidential or not, to any person or party, unless authorized in writing by the commission in accordance with this section.

(10) Security of the discharge abstract and billing data.

(A) The commission shall ensure that steps are taken to control access to any confidential data collected under this section or reports developed from these data. These steps shall include the use of information systems software and other security procedures designed to protect against unauthorized access. These security procedures shall be available to the public.

(B) Any agent of the commission must provide a detailed description of its data security provisions and the policies and procedures it will employ to ensure the security and confidentiality of the data collected under this section.

(C) To the greatest extent practicable, confidential reports maintained at the commission will be kept in controlled access areas. Confidential reports will be kept in locked files when not in use. Confidential reports maintained on the commission's computer system will be stored in limited-access directories. Documents containing confidential reports will be clearly labeled as confidential.

(11) The commission, its attorney, agents, and any of their employees who are involved in the collection, maintenance, analysis, or other use of the discharge abstract and billing data, will be informed of the policies and procedures contained in subsections (g)(1) through (g)(10) regarding the maintenance and use of these data.

(h) Specifications for the submission of the discharge abstract and billing data sets.

(1) Each hospital shall file with the commission or its agent a complete discharge abstract and billing data set on magnetic computer tape containing data records for each patient discharged from the hospital after September 30, 1990. The data records for each discharge shall contain complete discharge abstract and billing data for all the data elements specified in subsection (h)(9). When reported, the discharge abstract and billing data elements for each discharge shall already be merged into a single set of data records for that discharge, as prescribed in subsections (h)(2)(A) through (h)(2)(C).

(2) The organization of data records within a data set.

(A) For each discharge, the data elements to be filed shall be contained on one type 2 data record, one type 3 data record, one type 4 data record, and one or more type 5 data records. This means that multiple data records shall be filed for each discharge.

(B) The type 2 data record shall contain the discharge's demographic information. The type 3 data record shall contain the discharge's diagnostic information. The type 4 data record shall contain the discharge's procedural information. The type 5 data record(s) shall contain the discharge's revenue or billing information.

(C) All record types for an individual discharge shall follow one another immediately in sequence beginning with the type 2 data record for that discharge. Each discharge must have one type 2 data record followed by one type 3 data record, one type 4 data record, and at least one type 5 data record, in that order. For data record type 5, the sequence number shall reflect the order of appearance of type 5 records for an individual discharge.

(D) A type 1 data record must never immediately follow another type 1 data record. A type 2 data record for a given discharge must never immediately follow a type 2 data record for a different discharge.

(E) Each hospital shall submit a single header data record, data record type 1, and a single trailer data record, data record type 6, which will enclose the data records for all discharges contained in any submission, if more than one hospital's data set is submitted on a single tape, each hospital's data set shall be delimited by its own type 1 and type 6 data records.

(3) Rules for coding revenue data elements.

(A) The billing (or revenue) data elements shall be reported in a manner consistent with the reporting of UB-82 revenue data elements. Each revenue code for which the discharge has accrued charges must be reported along with the total charges corresponding to that revenue code. For each revenue code between 020 through 219, inclusive, for which the discharge has accrued charges, units of service corresponding to that revenue code must be reported.

(B) Revenue codes shall be reported to the third digit. Each charge must correspond to a valid UB-82 revenue code. Revenue codes must be acceptable values in the range between 020-999, inclusive, that appear in the UB-82 billing manual, maintained by the Connecticut UB-82 billing committee. Total units of service and total charges corresponding to the individual revenue codes for the hospitalization being recorded are to be reported as they are reported on the UB-82 form.

(C) Each type 5 data record can hold up to 18 groups of revenue data elements (i.e. revenue code, units of service by revenue code, and charges by revenue code). No blanks shall occur prior to the end of the last group of data elements for the last revenue code. Unused space for revenue data elements in the last or only type 5 data record must be zero filled.

(D) There shall be only one occurrence of a unique revenue code on each discharge's set of type 5 data records. This means that charges and units must be aggregated to the revenue code level.

(4) Rules for diagnosis and procedure coding.

(A) Principal and secondary diagnoses shall be recorded according to the conventions governing the coding of diagnoses contained in the most current version of the International Classification of Diseases, 9th Revision, Clinical Modification ("ICD-9-CM").

(B) Diagnoses shall be coded in the most specific category available for that diagnosis at the time of discharge. A diagnosis may not be assigned a less specific code if a more specific code is available for that diagnosis.

(C) The diagnosis codes must be legitimate, lowest- level, ICD-9-CM codes with decimal points omitted. Diagnosis codes shall be entered as a 5-digit code even though there may only be 3 or 4 significant digits. Decimal points are to be implied, not explicit. This means that all digits in the code must be entered, including leading and trailing zeros. If the lowest-level code for a diagnosis has only three or four significant digits, including leading and trailing zeros, blanks must be entered in positions 4 and/or 5 if necessary.

(D) The first four secondary diagnoses recorded shall be consistent with those contained on the discharge's UB-82 bill for the hospitalization being recorded. The remaining five diagnoses shall be taken from either the discharge's UB-82 bill or the discharge abstract. If, for the hospitalization being recorded, a discharge has nine or more unique secondary diagnoses on either the UB-82 bill or the discharge abstract, then the hospital must report nine secondary diagnoses on the data record. If a discharge has fewer than nine unique secondary diagnoses on both the UB-82 bill and the discharge abstract, then the unused space reserved for the additional diagnoses shall be blank filled.

(E) The reporting of procedure codes shall follow the same rules as those outlined for diagnosis codes in (A) through (C), above, except that the procedure codes shall be entered as a 4-digit instead of a 5-digit code. Procedure codes shall be entered as a

4-digit code even though there may only be 2 or 3 significant digits. The codes entered must be legitimate lowest level ICD-9-CM codes except that decimal points are to be implied, not explicit. This means that leading and trailing zeros must be entered and blanks must be entered in positions 3 and/or 4 if necessary. Other procedure fields are to be blank filled if not applicable.

(F) The first two other procedures shall be consistent with those contained on the discharge's UB-82 bill for the hospitalization being recorded. The remaining seven procedures shall be taken from either the discharge's UB-82 bill or the discharge abstract.

(G) If a discharge has nine or more unique other procedures on either the UB-82 bill or the discharge abstract for the hospitalization being recorded, then the hospital must report nine other procedures on the data record. If a discharge has fewer than nine other procedures on both the UB-82 bill and the discharge abstract for the hospitalization being recorded, then the unused space reserved for the additional procedures shall be blank filled.

(H) For each procedure reported, the day on which the procedure was performed relative to the day of admission must also be reported. Procedures performed on day of admission shall reflect a procedure day of "000." Procedure day fields are to be blank filled if no corresponding procedure is recorded.

(I) If a procedure has been reported to diagnose or treat a complication, as defined in subsection (a)(12)(B)(ii), then the complication must be reported as a secondary diagnosis.

(5) Regarding the coding of admission status, if the discharge was admitted through the emergency room after having been transferred from any other health care facility, then this admission may not be coded as an emergency room admission.

(6) Regarding the coding of payer identification, follow UB-82 instructions for completing the data field specified in (h)(9), including the use of the three- digit carrier code if the primary payer is a commercial carrier. Preceed the three digit code by two zeros to completely fill the five-character, alpha-numeric field. Enter the expected primary payer as payer identification 1, and other payers as payer identification 2 and payer identification 3.

(7) Regarding the coding of estimated responsibility, deductible, and coinsurance, follow UB-82 instructions for completing these data fields for each payer identification. Enter the values of these data elements for the expected primary payer as estimated responsibility 1, deductible 1, and coinsurance 1, respectively, and the values of these data elements for other payers as estimated responsibility 2, deductible 2, and coinsurance 2, and estimated responsibility 3, deductible 3, and coinsurance 3, respectively.

(8) Magnetic Tape Specifications.

(A) CHARACTERISTICS	SPECIFICATIONS
1. Number of tracks	9 track
2. Parity	Odd
3. Label type	OS Standard Labels or Nonlabeled

4. Density	1,600 BPI or 6,250 BPI
5. Character Code	EBCDIC
6. Record Format	Fixed-Length, Fixed-Blocked
7. Record Length	282 bytes
8. Records per Block	113
9. Block Size	31,866 Bytes

(B) The logical data record length shall be 282 and the blocking factor shall be equal to 113. Therefore, the blocksize equals 31,866.

(C) The submission of a magnetic tape requires a Standard Tape Submittal Form, in all cases.

(D) The standard tape submittal form, which must always be used, must be supplemented by an attached document, as applicable, which clearly identifies the tape contents as to the reporting period submitted for each hospital.

(E) Each tape can contain data sets from one or more hospitals as long as each hospital's data records are preceded by a Header Data Record (data record type 1) and followed by a Trailer Data Record (data record type 6), as specified in subsections (h)(2) and (H)(9). The hospital data set can include data from one or more quarters within one fiscal year; data from multiple fiscal years cannot be mixed on one tape.

(9) Record layout and format.

#	Data Element Description	Format	Bytes	Start	Stop	Reference	# Instruction
	Data Record Type 1: Data Set Header Record						
1	Record Type Indicator	9(2)	2	1	2	--	8
2	FILLER	X(2)	2	3	4	--	--
3	Hospital ID Code	X(4)	4	5	8	Definitions	1,3
4	Hospital Name	X(40)	40	9	48	--	1,3
5	Processing Date	9(8)	8	49	56	--	7
6	Period Start Date	9(8)	8	57	64	--	7
7	Period End Date	9(8)	8	65	72	--	7
8	FILLER	X(210)	210	73	282	--	--
	Data Record Type 2: Demographic Data Record						
1	Record Type Indicator	9(2)	2	1	2	--	8
2	FILLER	X(2)	2	3	4	--	--
3	Hospital ID Code	X(4)	4	5	8	Definitions	1,3

4	Patient Identification Number	X(20)	20	9	28	Definitions	1,3
5	Patient Control Number	X(20)	20	29	48	Definitions	1,3
6	Date of Birth	9(8)	8	49	56	Definitions	7
7	Date of Admission	9(8)	8	57	64	Definitions	7
8	Date of Discharge	9(8)	8	65	72	Definitions	7
9	Sex	X(1)	1	73	73	Definitions	--
10	Race	9(1)	1	74	74	Definitions	--
11	Ethnicity	9(1)	1	75	75	Definitions	--
12	Zip Code	X(5)	5	76	80	Definitions	1,3
13	Filler	X(4)	4	81	84	-	-
14	Admission Status	9(1)	1	85	85	Definitions	2,4
15	Discharge Status	9(2)	2	86	87	Definitions	2,4
16	Birthweight	9(4)	4	88	91	Definitions	2,4
17	Previous Admission	9(1)	1	92	92	Definitions	-
18	Principal Payment Source	X(1)	1	93	93	Definitions	1,3
19	Payer Identification 1	X(5)	5	94	98	Definitions	2,4
20	Estimated Responsibility 1	9(6)	6	99	104	Definitions	2,4,9
21	Deductible 1	9(6)	6	105	110	Definitions	2,4,9
22	Coinsurance 1	9(6)	6	111	116	Definitions	2,4,9
23	Payer Identification 2	X(5)	5	117	121	Definitions	2,4
24	Estimated Responsibility 2	9(6)	6	122	127	Definitions	2,4,9
25	Deductible 2	9(6)	6	128	133	Definitions	2,4,9
26	Coinsurance 2	9(6)	6	134	139	Definitions	2,4,9
27	Payer Identification 3	X(5)	5	140	144	Definitions	2,4
28	Estimated Responsibility 3	9(6)	6	145	150	Definitions	2,4,9
29	Deductible 3	9(6)	6	151	156	Definitions	2,4,9
30	Coinsurance 3	9(6)	6	157	162	Definitions	2,4,9
31	Revenue Center Code 001	9(3)	3	163	165		2,4
32	Total Routine Units of Service	9(4)	4	166	169		2,4

33	Total Detailed Charges	9(8)	8	170	177		2,4,9
34	FILLER	X(105)	105	178	282	--	--

Data Record Type 3: Diagnosis Data Record

1	Record Type Indicator	9(2)	2	1	2	--	8
2	FILLER	X(2)	2	3	4	--	--
3	Hospital ID Code	X(4)	4	5	8	Definitions	1,3
4	Patient Identification Number	X(20)	20	9	28	Definitions	1,3
5	Patient Control Number	X(20)	20	29	48	Definitions	1,3
6	Attending Physician	X(9)	9	49	57	Definitions	1,3
7	Principal Diagnosis	X(5)	5	58	62	ICD-9-CM	1,3,5,6
8	Secondary Diagnosis	X(5)	5	63	67	ICD-9-CM	1,3,5,6
9	Secondary Diagnosis 2	X(5)	5	68	72	ICD-9-CM	1,3,5,6
10	Secondary Diagnosis 3	X(5)	5	73	77	ICD-9-CM	1,3,5,6
11	Secondary Diagnosis 4	X(5)	5	78	82	ICD-9-CM	1,3,5,6
12	Secondary Diagnosis 5	X(5)	5	83	87	ICD-9-CM	1,3,5,6
13	Secondary Diagnosis 6	X(5)	5	88	92	ICD-9-CM	1,3,5,6
14	Secondary Diagnosis 7	X(5)	5	93	97	ICD-9-CM	1,3,5,6
15	Secondary Diagnosis 8	X(5)	5	98	102	ICD-9-CM	1,3,5,6
16	Secondary Diagnosis 9	X(5)	5	103	107	ICD-9-CM	1,3,5,6
17	FILLER	X(175)	175	108	282	--	--

Data Record Type 4: Procedure Data Record

1	Record Type Indicator	9(2)	2	1	2	--	8
2	FILLER	X(2)	2	3	4	--	--
3	Hospital ID Code	X(4)	4	5	8	Definitions	1,3
4	Patient Identification Number	X(20)	20	9	28	Definitions	1,3
5	Patient Control Number	X(20)	20	29	48	Definitions	1,3
6	Operating Physician	X(9)	9	49	57	Definitions	1,3
7	Principal Procedure	X(4)	4	58	61	ICD-9-CM	1,3,5
8	Principal Proc. day	9(3)	3	62	64	Definitions	2,3

9	FILLER	X(9)	9	65	73	--	--
10	Other Procedure 1	X(4)	4	74	77	ICD-9-CM	1,3,5
11	Other Proc. 1 day	9(3)	3	78	80	Definitions	2,3
12	FILLER	X(9)	9	81	89	--	--
13	Other Procedure 2	X(4)	4	90	93	ICD-9-CM	1,3,5
14	Other Proc. 2 day	9(3)	3	94	96	Definitions	2,3
15	FILLER	X(9)	9	97	105	--	--
16	Other Procedure 3	X(4)	4	106	109	ICD-9-CM	1,3,5
17	Other Proc. 3 day	9(3)	3	110	112	Definitions	2,3
18	FILLER	X(9)	9	113	121	--	--
19	Other Procedure 4	X(4)	4	122	125	ICD-9-CM	1,3,5
20	Other Proc. 4 day	9(3)	3	12	128	Definitions	2,3
21	FILLER	X(9)	9	129	137	--	--
22	Other Procedure 5	X(4)	4	138	141	ICD-9-CM	1,3,5
23	Other Proc. 5 day	9(3)	3	142	144	Definitions	2,3
24	FILLER	X(9)	9	145	153	--	--
25	Other Procedure 6	X(4)	4	154	157	ICD-9-CM	1,3,5
26	Other Proc. 6 day	9(3)	3	158	160	Definitions	2,3
27	FILLER	X(9)	9	161	169	--	--
28	Other Procedure 7	X(4)	4	170	173	ICD-9-CM	1,3,5
29	Other Proc. 7 day	9(3)	3	174	176	Definitions	2,3
30	FILLER	X(9)	9	177	185	--	--
31	Other Procedure 8	X(4)	4	186	189	ICD-9-CM	1,3,5
32	Other Proc. 8 day	9(3)	3	190	192	Definitions	2,3
33	FILLER	X(9)	9	193	201	--	--
34	Other Procedure 9	X(4)	4	202	205	ICD-9-CM	1,3,5
35	Other Proc. 9 day	9(3)	3	206	208	Definitions	2,3
36	FILLER	X(74)	74	209	282	--	--

Data Record Type 5: Billing Data Record(s)

1	Record Type Indicator	9(2)	2	1	2	--	8
2	Record Sequence Number	9(2)	2	3	4	(h)(2)(C)	2,4,10
3	Hospital ID Code	X(4)	4	5	8	Definitions	1,3
4	Patient Identification Number	X(20)	20	9	28	Definitions	1,3
5	Patient Control Number	X(20)	20	29	48	Definitions	1,3
6	Revenue Code #1	9(3)	3	49	51	UB-82 Manual	2,4
7	Units of Serv. by Rev. Code #1	9(4)	4	52	55	UB-82 Manual	2,4
8	Charges by Revenue Code #1	9(6)	6	56	61	UB-82 Manual	2,4,9
9	Revenue Code #2	9(3)	3	62	64	UB-82 Manual	2,4
10	Units of Serv. by Rev. Code #2	9(4)	4	65	68	UB-82 Manual	2,4
11	Charges by Revenue Code #2	9(6)	6	69	74	UB-82 Manual	2,4,9
12	Revenue Code #3	9(3)	3	75	77	UB-82 Manual	2,4
13	Units of Serv. by Rev. Code #3	9(4)	4	78	81	UB-82 Manual	2,4
14	Charges by Revenue Code #3	9(6)	6	82	87	UB-82 Manual	2,4,9
15	Revenue Code #4	9(3)	3	88	90	UB-82 Manual	2,4
16	Units of Serv. by Rev. Code #4	9(4)	4	91	94	UB-82 Manual	2,4
17	Charges by Revenue Code #4	9(6)	6	95	100	UB-82 Manual	2,4,9
18	Revenue Code #5	9(3)	3	101	103	UB-82 Manual	2,4
19	Units of Serv. by Rev. Code #5	9(4)	4	104	107	UB-82 Manual	2,4
20	Charges by Revenue Code #5	9(6)	6	108	113	UB-82 Manual	2,4,9
21	Revenue Code #6	9(3)	3	114	116	UB-82 Manual	2,4
22	Units of Serv. by Rev. Code #6	9(4)	4	117	120	UB-82 Manual	2,4
23	Charges by Revenue Code #6	9(6)	6	121	126	UB-82 Manual	2,4,9
24	Revenue Code #7	9(3)	3	127	129	UB-82 Manual	2,4
25	Units of Serv. by Rev. Code #7	9(4)	4	130	133	UB-82 Manual	2,4
26	Charges by Revenue Code #7	9(6)	6	134	139	UB-82 Manual	2,4,9
27	Revenue Code #8	9(3)	3	140	142	UB-82 Manual	2,4
28	Units of Serv. by Rev. Code #8	9(4)	4	143	146	UB-82 Manual	2,4
29	Charges by Rev. Code #8	9(6)	6	147	152	UB-82 Manual	2,4,9
30	Revenue Code #9	9(3)	3	153	155	UB-82 Manual	2,4

31	Units of Serv. by Rev. Code #9	9(4)	4	156	159	UB-82 Manual	2,4
32	Charges by Revenue Code #9	9(6)	6	160	165	UB-82 Manual	2,4,9
33	Revenue Code #10	9(3)	3	166	168	UB-82 Manual	2,4
34	Unit of Serv. by Rev. Code #10	9(4)	4	169	172	UB-82 Manual	2,4
35	Charges by Revenue Code #10	9(6)	6	173	178	UB-82 Manual	2,4,9
36	Revenue Code #11	9(3)	3	179	181	UB-82 Manual	2,4
37	Unit of Serv. by Rev. Code #11	9(4)	4	182	185	UB-82 Manual	2,4
38	Charges by Revenue Code #11	9(6)	6	186	191	UB-82 Manual	2,4,9
39	Revenue Code #12	9(3)	3	192	194	UB-82 Manual	2,4
40	Unit of Serv. by Rev. Code #12	9(4)	4	195	198	UB-82 Manual	2,4
41	Charges by Revenue Code #12	9(6)	6	199	204	UB-82 Manual	2,4,9
42	Revenue Code #13	9(3)	3	205	207	UB-82 Manual	2,4
43	Unit of Serv. by Rev. Code #13	9(4)	4	208	211	UB-82 Manual	2,4
44	Charges by Revenue Code #13	9(6)	6	212	217	UB-82 Manual	2,4,9
45	Revenue Code #14	9(3)	3	218	220	UB-82 Manual	2,4
46	Unit of Serv. by Rev. Code #14	9(4)	4	221	224	UB-82 Manual	2,4
47	Charges by Revenue Code #14	9(6)	6	225	230	UB-82 Manual	2,4,9
48	Revenue Code #15	9(3)	3	231	233	UB-82 Manual	2,4
49	Unit of Serv. by Rev. Code #15	9(4)	4	234	237	UB-82 Manual	2,4
50	Charges by Revenue Code #15	9(6)	6	238	243	UB-82 Manual	2,4,9
51	Revenue Code #16	9(3)	3	244	246	UB-82 Manual	2,4
52	Unit of Serv. by Rev. Code #16	9(4)	4	247	250	UB-82 Manual	2,4
53	Charges by Revenue Code #16	9(6)	6	251	256	UB-82 Manual	2,4,9
54	Revenue Code #17	9(3)	3	257	259	UB-82 Manual	2,4
55	Unit of Serv. by Rev. Code #17	9(4)	4	260	263	UB-82 Manual	2,4
56	Charges by Revenue Code #17	9(6)	6	264	269	UB-82 Manual	2,4,9
57	Revenue Code #18	9(3)	3	270	272	UB-82 Manual	2,4
58	Unit of Serv. by Rev. Code #18	9(4)	4	273	276	UB-82 Manual	2,4
59	Charges by Revenue Code #18	9(6)	6	277	282	UB-82 Manual	2,4,9

Data Record Type 6: Data Set Trailer Record

1	Record Type Indicator	9(2)	2	1	2	--	8
2	FILLER	X(2)	2	3	4	--	--
3	Hospital ID Code	X(4)	4	5	8	Definitions	1,3
4	Total Hospital Discharges	9(6)	6	9	14	--	2,4,11
5	Total Hospital Patient Days	9(9)	9	15	23	--	2,4,11
6	Total Hospital Charges	9(9)	9	24	32	--	2,4,9,11
7	FILLER	X(250)	250	33	282	--	--

Instruction Codes:
---------- ------

1. Left justified.

2. Right justified.

3. Fill all open bytes with blank.

4. Fill all open bytes with zero.

5. Must be valid, lowest level ICD-9-CM code excluding decimal points; decimal implied according to the ICD-9-CM system. (XXX.XX for diagnoses; XX.XX for procedures)

6. For ICD-9-CM codes using "E" or "V", "E" or "V" should be located in left-most position within field.

7. The format to be used for dates is YYYYMMDD.

8. The values for the Data Record Type Indicators shall be coded as follows:

   Data Record Type 1 = 01, Data Record Type 2 = 02,
   Data Record Type 3 = 03, Data Record Type 4 = 04,
   Data Record Type 5 = 05, Data Record Type 6 = 06.

9. Enter values for this data element as a whole dollar amount. Round the actual value contained on the discharge's bill to the nearest whole dollar amount.

10. For Data Record Type 5, the sequence number shall reflect the order of appearance of Type 5 data records for each discharge. The sequence number for a discharge's first Type 5 data record equals 01; the sequence number for a discharge's second Type 5 data record equals 02; the sequence number for a discharge's third Type 5 data record equals 03; and so on.

11. Total hospital discharges shall equal the total number of patients discharged from the hospital during the reporting period and shall equal the total number of Type 2 data records filed in the hospital's data set. Total hospital patient days shall equal the sum of the lengths of stay for all hospital patients discharged from the hospital during the reporting period. Total hospital charges shall equal the total charges billed to all hospital patients discharged from the hospital during the reporting period.

(10) Required characteristics for the discharge and billing data elements.

(A) Invalid values for data fields.

Number	Fieldname	Invalid Field Coding
1.	Patient Identification	All zeros; all spaces; all nines
2.	Patient Control Number	All zeros; all spaces; all nines
3.	Date of Birth	Non-numeric data
4.	Date of Admission	Non-numeric data; invalid year
5.	Date of Discharge	Non-numeric data; invalid year
6.	Previous Admission	Non-numeric data; all zeros
7.	Patient Sex	Any designation code not found definitions
8.	Race	Non-numeric data, any designation code not found in definitions
9.	Ethnicity	Non-numeric data; any designation code not found in definitions
10.	Patient Zip Code	Non-numeric data; all zeros
11.	Hospital ID Code	Any designation code not found in definitions
12.	Attending Practitioner No.	All zeros; all spaces; all nines; any code not found on the Connecticut Health Care Provider Identification List
13.	Operating Practitioner No.	All zeros; all nines; any code not found on the Connecticut Health Care Provider Identification List
14.	Principal Diagnosis Code	All spaces; first digit is E; invalid ICD-9-CM diagnosis code
15.	Secondary Diagnosis Codes	Missing Principal Diagnosis Code, invalid ICD-9-CM diagnosis code
16.	Principal Procedure	Invalid ICD-9-CM procedure code
17.	Principal Procedure Day	Non-numeric data; number exceeding length of stay
18.	Other Procedures	Invalid ICD-9-CM procedure code; missing Principal Procedure
19.	Other Procedure Days	Non-numeric data; number exceeding length of stay
20.	Admission Status	Non-numeric data; any designation code not found in definitions
21.	Discharge Status	Non-numeric data; any designation code not found in definitions
22.	Expected Principal Source	Any designation of Payment code not found in definitions
23.	Birthweight	Non-numeric data
24.	Payer Identification	Any designation code not found in UB-82 Manual
25.	Estimated Responsibility	Non-numeric data
26.	Deductible	Non-numeric data
27.	Coinsurance	Non-numeric data

28.	Total Actual Charges	Non-numeric data; all detail charges missing; total not in agreement with sum of individual detail charges
29.	Revenue Codes	Valid UB-82 revenue center codes between 001 and 999
30.	Revenue Code Units of Service	Non-numeric data
31.	Detailed Revenue Code Charges	Non-numeric data

(B) The following edits from the Medicare Code Editor will be applied to the data. Data elements failing these edits will be rejected as errors.
- (i) Invalid diagnosis or procedure code
- (ii) Invalid fourth or fifth digit
- (iii) E-code as principal diagnosis
- (iv) Duplicate of principal diagnosis
- (v) Manifestation code as principal diagnosis
- (vi) Invalid age

(11) Consistency edits. The following edits will be applied to each patient data record to ensure the internal consistency of the patient data.

(A) The following edits from the Medicare Code Editor will be applied to the data. Data elements failing these edits will be rejected as errors.
- (i) Age conflict
- (ii) Sex conflict

(B) The following additional edits will be applied to the data. Data elements failing these edits will be rejected as errors.
- (i) The sum of all charges for individual revenue codes must equal the total charges reported.
- (ii) The total charges reported cannot be negative.
- (iii) If a revenue code is reported, then charges must be reported for that revenue code.
- (iv) If a revenue code between the values of 020 and 219 is reported, units of service must be reported for that revenue code.
- (v) If a valid procedure code is reported, then a procedure day value which is less than or equal to the length of stay must be reported.
- (vi) An operating practitioner must be reported for every principal procedure reported.
- (vii) Birthweight must be coded if the Admission Status is newborn.(Effective July 1, 1991.)

Secs. 19a-167g-95 -- 19a-167g-99 Reserved X X X X X

Appendix D

SCHEDULE OF DELIVERABLES

Deliverables	Initial Receipt of Data from Hospitals	Delivery Data to OHCA
Initial Submission for FY 2005: Records for 10/1/2004 through 3/31/2005 – Q1 & Q2 data	**7/1/2005**	
1. Microsoft SQL structured processed discharge data with updated labels on CD in direct format;		**7/21/2005**
2. Annually updated industry standard ICD-9 diagnosis and procedure codes and descriptions;		
3. Annually updated CT town to zip codes mappings file from USPS;		
4. Semi-annually updated Connecticut Provider ID Reference File; and		
5. Semi-annual reports – summary of timeliness of data submission, data error detail and summary, and descriptive evaluation of database quality and integrity of data reports.		
6. Notify and provide details of error to hospital(s) and process corrections.	**7/13/2005**	
7. SQL script and report for database update.		**8/18/2005**
Submission of Data for FY 2005: Records for 10/1/2004 through 9/30/2005 – Q1 - Q4 data	**1/2/2006**	
1. Cumulative and accurate FY 2005 Microsoft SQL structured processed discharge data with updated labels on CD in direct format;		**1/12/2006**
2. Annually updated industry standard ICD-9 diagnosis and procedure codes and descriptions;		
3. Annually updated CT town to zip codes mappings file from USPS;		
4. Semi-annually updated Connecticut Provider ID Reference File; and;		
5. Semi-annual and annual reports – summary of timeliness of data submission, data error detail and summary, and descriptive evaluation of database quality and integrity of data reports.		
6. Notify and provide details of error to hospital(s) and process corrections.	**1/9/2006**	
7. SQL script and report for database update.		**2/16/2006**
Initial Submission for FY 2006: Records for 10/1/2005 through 3/31/2006 – Q1 & Q2 data	**7/1/2006**	
1. Cumulative and accurate FY 2006 Microsoft SQL structured processed discharge data with updated labels on CD in direct format;		**7/11/2006**

2. Annually updated industry standard ICD-9 diagnosis and procedure codes and descriptions; 3. Annually updated CT town to zip codes mappings file from USPS; 4. Semi-annually updated Connecticut Provider ID Reference File; and; 5. Semi-annual and annual reports – summary of timeliness of data submission, data error detail and summary, and descriptive evaluation of database quality and integrity of data reports. 6. Notify and provide details of error to hospital(s) and process corrections. 7. SQL script and report for database update.	**7/7/2006**	**8/14/2006**
Submission of Data for FY 2006: Records for 10/1/2006 through 9/30/2007 – Q1 - Q4 data 1. Cumulative and accurate FY 2005 Microsoft SQL structured processed discharge data with updated labels on CD in direct format; 2. Annually updated industry standard ICD-9 diagnosis and procedure codes and descriptions; 3. Annually updated CT town to zip codes mappings file from USPS; 4. Semi-annually updated Connecticut Provider ID Reference File; and 5. Semi-annual and annual reports – summary of timeliness of data submission, data error detail and summary, and descriptive evaluation of database quality and integrity of data reports. 6. Notify and provide details of error to hospital(s) and process corrections. 7. SQL script and report for database update.	**1/2/2007** **1/9/2007**	**1/12/2007** **2/16/2007**
Process Freedom of Information (FOI) requests related to the data collected and processed under contract. FOI requests shall be processed on behalf of OHCA subject to all applicable confidentiality restrictions and at the expense of the requester.		Within two weeks of the request.
Optional deliverables by request of OHCA Case-mix and severity adjustments		

Appendix E

LETTER OF INTENT

State of Connecticut
Office of Health Care Access

RFP: Processing and Administration of
Hospital Discharge Abstract and Billing Database

Return to: Deborah Ennis
Office of Health Care Access
410 Capitol Avenue, MS #13HCA
Hartford, CT 06134
860-418-7060 (Phone)
860-418-7053 (FAX)

Return Deadline: 4:00 P.M, Wednesday, May 18, 2005

The individual, firm or corporation below intends to submit a proposal in response to the above reference RFP.

Note: This letter is a non-binding expression of interest and does not obligate the sender to submit a proposal.

Name: _____

Mailing Address: _____

Contact Person: _____

Telephone: _____

Fax: _____

E-mail: _____

_____ _____ _____
Signature Title Date

Appendix F

Cost Proposal Format

YEAR 1				
Deliverable	**Delivery Date**	**Fixed Cost**	**Variable Cost**	**Total Cost**
1.(description) (i) abcd (ii)xyz (iii)	MM/DD/YYYY	$ xxx.xx	$ xxx.xx	$ xxx.xx
2.				
3.				
4.				
5.				
6.				
7.				
8.				
Optional Deliverables				
Year1 Total				
YEAR 2				
1.				
2.				
Optional Deliverables				
Year2 Total				
YEAR 3				
1.				
2.				
Optional Deliverables				
Year3 Total				
Project Total				

The costs of individual project components, i.e., discrete tasks, output products, modules, or production runs should then be computed directly by summing up the costs of the discrete functions and items which make up the component. The processing and administrative cost of maintaining the hospital discharge database system for any contract year can then be calculated by summing the associated costs of the individual project components. Total project costs can be computed by summing the annual operating costs.

Appendix G1

NOTIFICATION TO BIDDERS

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the state, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies which establish a procedure for the awarding of all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in the daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans. . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula.
. (4) Women ... (5) Asian Pacific Americans and Pacific Islanders; or (6) American Indians . . . " An individual with a disability is also a minority business enterprise as provided by Section 32-ne of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirement:

(a) the bidder's success in implementing an affirmative action plan;

(b) the bidder's success in developing an apprenticeship program complying with Connecticut General Statutes Sections 46a-68-1 to 46a-68-17 inclusive;

(c) the bidder's promise to develop and implement a successful affirmative action plan;

(d) the bidder's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area; and

(e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

ACKNOWLEDGMENT OF CONTRACT COMPLIANCE NOTIFICATION TO BIDDERS

INSTRUCTION: Bidder must sign acknowledgment below, and return this form to OHCA with the bid proposal.

The undersigned duly authorized representative of the bidding vendor acknowledges receiving and reading a copy of the **NOTIFICATION TO BIDDERS.** *(Please print name under signature line.)*

_____

Signature

_____

Title

_____

Date

On behalf of:

_____

Vendor Name

_____

Street Address

_____

City State Zip

_____

Federal Employee Identification Number (FEIN/SSN)

Appendix G2

INSTRUCTION: Bidder must sign acknowledgment below, and return this form to OHCA with the bid proposal

EVIDENCE OF NONDISCRIMINATION FORM

_____
Vendor Name

_____
Address

_____
Contact Person / Title

_____ _____
Telephone Number email address

We have read the extract provided of C.G.S. Section 4a-60 and Connecticut State Agencies' Regulations Section 46a-68j-23 and agree with the principles expressed therein. We offer as evidence of nondiscrimination and of our agreement and ability to meet contract compliance regulations one or more of the following factors and have enclosed appropriate, related documentation. Note: If the vendor/bidder/contractor is an individual and does not employ anyone, please check here [ ] and sign below.

	FACTORS	EVIDENCE ENCLOSED
(a)	success in implementing an Affirmative Action Plan;	_____
(b)	success in developing an apprenticeship program in compliance with Connecticut General Statutes Sections 46a-68-1 to 47a-68-17 inclusive;	_____
(c)	promise to develop and implement a successful affirmative action plan;	_____
(d)	submission of Employment Information Form (attached) or EEO-1/EEO-4 data indicating that the composition of its workforce is at or near parity in the relevant labor market area; and	_____
(e)	promise to set aside a portion of the contract for legitimate minority business enterprises.	_____

_____ _____ _____
Signature Title Date

STATE OF CONNECTICUT
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
EMPLOYMENT INFORMATION FORM **WORKFORCE ANALYSIS AFFIRMATIVE ACTION REPORT**

Report all permanent full-time or part time employees, including apprentice and on the job trainees. Enter the numbers on all lines and in all columns.

JOB CATEGORIES	OVERALL TOTALS (Sum of all col: A-E Male & Female)	A WHITE (Not of Hispanic Origin)		B BLACK (Not of Hispanic Origin)		C HISPANIC		D ASIAN or PACIFIC ISLANDER		E AMERICAN INDIAN ALASKAN NATIVE		F PHYSICALLY DISABLED	
		Male - - - - - - - -Female		Male - - - - - - - -Female		Male - - - - - - - -Female		Male - - - - - - - - Female		Male - - - - - - -Female		Male - - - - - - - -Female	
Officials & Managers													
Professional													
Technicians													
Sales Workers													
Office and Clerical													
Craft Workers (Skilled)													
Operatives (Semi-Skilled)													
Laborers (Unskilled)													
Service Workers													
TOTALS of ABOVE													

Do you use minority businesses as subcontractors or suppliers? [ ] Yes [ ] No	Explain:
If CT based, do you post all employment openings with the State of CT Employment Service? [ ] Yes [ ] No	Explain:
Do you implement a written Affirmative Action Plan? [ ] Yes [ ] No	Explain:
DESCRIBE YOUR RECRUITMENT, HIRING, TRAINING, AND PROMOTION ANTIDISCRIMINAT5ION PRACTICES	

[ ] I am an individual with no employees. (*Please sign below. Print or type name beneath signature*.)
[ ] I have submitted a Federal EEO-1 or equivalent. See attachment. (*Please sign below. Print or type name beneath signature*.)

_____

Signature Title Date

STATE OF CONNECTICUT
COMMISION ON HUMAN RIGHTS AND OPPORTUNITIES CHRO-4

DEFINITIONS OF RACES AND OCCUPATIONS
RACE/ETHNIC IDENTIFICATION

A. **WHITE** - (not of Hispanic origin) - All persons having origins in any of the original peoples of Europe, North Africa or the Middle East.

B. **BLACK** - (not of Hispanic origin) - All persons having origins in any of the Black racial groups of Africa.

C. **HISPANIC** - All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race.

D. **ASIAN OR PACIFIC ISLANDER** - All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa.

E. **AMERICAN INDIAN OR ALASKAN NATIVE** - Persons have origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

F. **PHYSICALLY DISABLED** - Persons who have any chronic physical handicap, infirmity or impairment, whether congenital or resulting from bodily injury, organic processes or changes or from illness, including but not limited to blindness, epilepsy, deafness or hearing impaired or reliance on a wheelchair or other remedial appliance or device.

DESCRIPTION OF JOB CATEGORIES

1. **OFFICIALS AND MANAGERS** -Occupations requiring administrative and managerial personnel who set broad policies, exercise overall responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Include officials, executives, middle management, plant managers, department managers, department manager and superintendents, salaried supervisors who are members of management, purchasing agents and buyers, railroad conductors and yard masters, ship captains, mates and other officers, farm operators and managers, and kindred workers.

2. **PROFESSIONALS** - Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes accountants and auditors, airplane pilots, and navigators, architects, artists, chemists, designers, dietitians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, registered professional nurses, personnel and labor relations specialists, physical scientists, physicians, social scientists, teachers, and kindred workers.

3. **TECHNICIANS** - Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through two years of post high school education such as offered in many technical institutes and junior colleges, or through equivalent on-the-job training. Includes computer programmers, drafters, engineering aids, junior engineers, mathematical aides, licensed, practical or vocational nurses, photographers, radio operators, scientific assistants, surveyors, technical illustrators, technicians, (medical, dental, electronic, physical science), and kindred workers.

4. **SALES WORKERS** - Occupations engaging wholly or primarily in direct selling; Includes: advertising agents and salesmen, insurance agents and brokers, real estate agents and brokers, stock and bond salesmen, demonstrators, salesmen and sales clerks, and kindred workers.

5. **OFFICE AND CLERICAL WORKERS** - Includes all clerical-type work regardless of level of difficulty, where the activities are predominately non-manual though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeepers, cashiers, collectors (bills and accounts), messengers and office boys, office machine operators, shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators, and kindred workers.

6. **CRAFT WORKERS (SKILLED**) - Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training. Includes: the building trades, hourly paid foremen and lead persons who are not members of management, mechanics and repairmen, skilled machining occupations, compositors and typesetters, electricians, engravers, job setters (metal), motion picture projectionists, pattern and model makers, stationary engineers, tailors and seamstresses, and kindred workers.

7. **OPERATIVES (SEMI-SKILLED)** - Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training.

8. **LABORERS (UNSKILLED**) - Workers in manual occupations which generally require no special training. Perform elementary duties that may be learned in a few days and require the application of little or no independent judgment. Includes; garage laborers, car washers and greasers, gardeners (except form) and groundskeepers, longshoremen and stevedores, lumbermen, digging, mixing, loading, and pulling operations, and kindred workers.

9. **SERVICE WORKERS** - Workers in both protective and non-protective service occupations. Includes: attendants (hospital and other institution, professional and personal service), barbers, charwomen and cleaners, cooks (except household), counter and fountain workers, elevator operators, firemen and fire protection, guards, watchmen and doorkeepers, stewards, janitors, policemen and detectives, porters, waiters and waitresses, and kindred workers.

10. **APPRENTICES** - Persons employed in a program including work training and related instruction to learn a trade or craft which is traditionally considered an apprenticeship, regardless of whether the program is registered with a Federal or State agency.

11. **TRAINEES** - Persons engaged in formal training for craft workers when not trained under apprentice programs - operative, laborer, and service occupations; also persons engaged in formal training for official, managerial, professional, technical, sales, office, and clerical occupations.

Appendix G3

Affidavit for Certification of Subcontractors as Minority Business Enterprises (MBE)

(only to be completed only for subcontractors not certified as MBE's by the Department of Administrative Services)

To document the 'good faith efforts' of the below named state contractor to include minority business enterprises as subcontractors (for services and/or material suppliers) on the state contract also identified below, I certify that the following subcontractors meet the criteria for minority business enterprises set forth in CONN. GEN. STAT. § 4a-60(b). I attest that each named minority business enterprise will be contracted by the named state contractor to participate on the identified state contract as a subcontractor.

The subcontractors being identified to be bona fide minority business enterprises are:

Subcontractor Name	Complete Address	Subcontractor's Principal Officer's Name

(use additional sheets as necessary)

I further certify and affirm that I have read and understand the contract compliance requirements codified at CONN. GEN. STAT. Sections 4a-60 & 46a-71(d), and the Contract Compliance Regulations codified at Sections 46a-68j-21 through 43 of the Administrative Regulations of Connecticut State Agencies. I also understand that any false statements made herein are punishable by law.

_____ _____

state contractor legal name

type full printed name and title of official submitting this affidavit on behalf of contractor

_____ _____

state contract number

signature of official

_____ _____

state contract awarding

agency date of affidavit

Subscribed and sworn to before me, this_____ day of _____ 20_____

_____

Notary Public/Commissioner of the Superior Court

My Commission expires_____

Appendix G4

STATE OF CONNECTICUT
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES

NOTICE CONCERNING CONTRACT COMPLIANCE RESPONSIBILITIES

TO ALL LABOR UNIONS, WORKERS REPRESENTATIVES AND VENDORS:

Any contract this contractor has with the State of Connecticut or political subdivisions of the state other than municipalities shall be performed in accordance with CONN. GEN. STAT. Section 4a-60 and Section 4a-60a.

This means that this contractor:

1. Agrees to provide the Commission on Human Rights and Opportunities (CHRO) with any information concerning this contractor's employment practices and procedures which relates to our responsibilities under CONN. GEN. STAT. Sections 4a-60 or 46a-56 or Section 4a-60a.; and
2. Agrees to include the provisions of CONN. GEN. STAT. Section 46a-60(a) and Section 4a-60a in each and every subcontract and purchase order and to take whatever action the CHRO deems necessary to enforce these provisions.

WITH REGARD TO RACE, COLOR, RELIGIOUS CREED, AGE, MARITAL STATUS, NATIONAL ORIGIN, ANCESTRY, SEX, MENTAL RETARDATION OR PHYSICAL DISABILITY, this means that this contractor:

1. Shall not discriminate or permit discrimination against anyone;
2. Shall take affirmative action so that persons applying for employment are hired on the basis of job-related qualifications and that employees once hired are treated without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, unless the contractor can show that the disability prevents performance of the work involved;
3. Shall state in all advertisements for employees that it is an 'affirmative action-equal opportunity employer';
4. Shall comply with CONN. GEN. STAT. Sections 4a-60, 46a-68e and 46a-68f and with each regulation or relevant order issued by the CHRO under CONN. GEN. STAT. Sections 46a-56, 46a-68e and 46a-68f; and
5. Shall make, if the contract is a public works contract, good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials.

WITH REGARD TO SEXUAL ORIENTATION, WHICH INCLUDES HOMOSEXUALITY, BISEXUALITY AND HETEROSEXUALITY:

1. The contractor will not discriminate or permit discrimination against anyone, and employees will be treated without regard to their sexual orientation once employed; and
2. The contractor agrees to fully comply with Section 4a-60a and each regulation or relevant order issued by the CHRO under CONN. GEN. STAT. Section 46a-56.

Persons having questions about this notice or their rights under the law are urged to contact the:

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
DIVISION OF AFFIRMATIVE ACTION, MONITORING & CONTRACT COMPLIANCE

21 Grand Street
Hartford, Connecticut 06106
(860) 541-3400

COPIES OF THIS NOTICE SHALL BE POSTED IN CONSPICUOUS PLACES
AVAILABLE TO ALL EMPLOYEES AND APPLICANTS FOR EMPLOYMENT

Appendix H

Vendor Gift or Campaign Contribution Affidavit

I, _____
Type/Print Name Title Name of Firm or Corporation

hereby swear that during the two-year period preceding the submission of this bid or proposal that neither myself nor any principals or key personnel of the submitting firm or corporation who participated directly, extensively and substantially in the preparation of this bid or proposal nor any agent of the above gave a gift, as defined in Conn. Gen. Stat. §1-79(e), including a life event gift as defined in Conn. Gen. Stat. §1-79(e)(12), to (1) any public official or state employee of the state agency or quasi-public agency soliciting the bids or proposals who participated directly, extensively, and substantially in the preparation of the bid solicitation or preparation of request for proposal or (2) to any public official or state employee who has supervisory or appointing authority over the state agency or quasi-public agency soliciting the bid or proposal, except the gifts listed below:

Name of Benefactor	Name of Recipient	Gift Description Value	Date of Gift

Further, neither I nor any principals or key personnel of the submitting firm or corporation who participated directly, extensively and substantially in the preparation of this bid or proposal know of any action to circumvent this gift/campaign contribution affidavit.

Further, during the two-year period preceding the submission of this bid or proposal, neither I nor any principals or key personnel of the submitting firm or corporation who participated directly, extensively and substantially in the preparation of this bid or proposal nor any agent of the above gave a contribution to a candidate for statewide public office or the General Assembly, as defined in Conn. Gen. Stat. §9-333b, except as listed below:

Contributor	Recipient	Amount / Value	Date of Contribution	Contribution Description

Sworn as true to the best of my knowledge and belief and subject to the penalties of false statement.

_____
Signature Date

Sworn and subscribed before me on this _____ day of _____, 2005

_____
Commissioner of the Superior Court/
Notary Public

Commission Expires _____
Date